

Dexter Township

6880 Dexter-Pinckney Road Dexter, MI 48130

TELEPHONE: 734-426-3767 FAX: 734-426-3833 www.dextertownship.org HARLEY B. RIDER
SUPERVISOR
DEBRA A. CEO
CLERK
LIBBY BRUSHABER

LIBBY BRUSHABER
TREASURER

MICHAEL J. COMPTON JAMES L. DROLETT WILLIAM C. GAJEWSKI MARK D. MESKO TRUSTEES

Board of Trustees – Meeting Agenda 16 June 2020 - 7:00 PM

NOTE: In accordance with Governor Whitmer's Executive Orders, this meeting will be a "virtual" meeting held by video conferencing. Township Board members will participate remotely by video. The public is invited to participate via video or phone. A link to the meeting will be posted on the Township Website.

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Supervisor's Remarks / Conflict Of Interest Check
- **4. 1**st **Call for Public Comment** (Comment on items that are not on the agenda. The Board will entertain public comments on agenda items as they come up for discussion.)
- 5. Approval of the Agenda
- 6. Approval of the Minutes
 - A. May 19, 2020 Regular Board Meeting Page 1
 - B. June 10, 2020 Special Board Meeting To Be Distributed
- 7. Consent Agenda NONE
- 8. Reports (Oral presentation)
 - A. Broadband Research Committee Trustee Compton
- 9. Unfinished Business
 - A. None
- 10. New Business
 - A. Participation in Washtenaw Urban County Executive Committee Page 5
 - B. Coronavirus Workplace Policy Policy # 02.05.01 Page 7
 - C. Big Silver Site Condominium Project Page 15
 - i. Development Agreement Page 19
 - ii. Private Road Preliminary Approval and Maintenance Agreement Page 47
- 11. Authorization of Payments / Transfer of Funds
 - **A.** General, Fire, Police, Fire Sub-Station, Multi-Lakes Enterprise & Agency Fund Payments Clerk Debra Ceo (Attachment page 67. Second run to be distributed at Board meeting.)
 - B. Transfer of Funds
- 12. 2nd Call for Public Comment
- 13. Other Issues, Comments and Concerns of Board Members & Staff
- 14. Future Agenda Items
 - A. Zoning Ordinance
 - **B.** Ordinance #37 (PDR) Amendments
 - C. Single Trash Hauler Ordinance
- 15. Adjournment

The next regularly scheduled monthly meeting of the Dexter Township Board is **Tuesday, July 21, 2020 at 7:00 PM**

NOTE: If the July meeting is going to be a "virtual" meeting, details will be posted on the Township's Website the Friday prior to the meeting. All "virtual" meetings are open to public participation.

Items in **Bold** are attached. Items not in bold were not received in time to be included in the packet.

Attachments – Township: NOTE: Listed items are attached to the packets for Board members, and posted on the Township website. Others can obtain copies of the reports by making a request to Township staff.

- 1) Supervisor's Report Page 69
- 2) Clerk's Report Page 71
- 3) Treasurer's Report Page 73
- 4) Trustees' Report No Report
- 5) Assessor's Report No Report
- 6) Director of Planning & Zoning Report / Zoning Board of Appeals Report Page 75
- 7) Planning Commission Report No Meeting, No Report
- 8) Capital Improvement Plan Committee Report No Meeting, No Report
- 9) Personnel Policy Committee Report No Meeting, No Report

Attachments – Other: NOTE: Listed items are attached to the packets for Board members, and posted on the Township website. Others can obtain copies of the reports by making a request to Township staff, or to originating entity.

- 1) Chelsea Area Construction Agency Report No Report
- 2) Chelsea Area Fire Authority Report No Report
- 3) Chelsea Area Planning/Dexter Area Regional Team Report No Report
- 4) Chelsea District Library Report No Report
- 5) Dexter Area Fire Department Report No Report Next Meeting 6/18/20
- 6) Dexter District Library Report No Report
- 7) Huron River Watershed Council Report No Report
- 8) Multi-Lakes Sewer Authority Report Page 79
- 9) Portage-Base Sewer Authority Report No Report
- 10) Washtenaw Area Transportation Study (WATS) Report No Meeting, No Report Next Meeting 6/17/20
- 11) Washtenaw Area Value Express (WAVE) Report No Meeting, No Report Next Meeting 6/13/20
- 12) Washtenaw Broadband Initiative Report No Report
- 13) Washtenaw County Road Commission Report No Report
- 14) Washtenaw County Sheriff Report Page 85
- 15) Western Washtenaw Recycling Authority Report No Report

The Dexter Township Board will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting upon seven days' notice to the Dexter Township Board.

Individuals with disabilities requiring auxiliary aids or services should contact the Dexter Township Board by writing or calling the Office Manager at the address and phone number printed at the top of this agenda.

Harley B. Rider
Supervisor
Debra A. Ceo
Clerk
Libby Brushaber
Treasurer
Michael Compton,
James Drolett,

William Gajewski,

Mark Mesko,

Trustees

DEXTER TOWNSHIP

6880 DEXTER-PINCKNEY RD.
DEXTER, MI 48130
(734) 426-3767



www.dextertownship.org

REGULAR MEETING OF THE DEXTER TOWNSHIP BOARD TUESDAY, MAY 19, 2020 7:00 PM

Location: In accordance with the provision and directives of Governor Whitmer's Executive Orders, the meeting was a "virtual" meeting held over Zoom videoconferencing and was properly noticed and open to the public via computer or phone.

NOTE: THESE ARE <u>DRAFT</u> MINUTES AND ARE SUBJECT TO REVIEW, CORRECTION AND APPROVAL BY THE TOWNSHIP BOARD AT THE JUNE 16, 2020 REGULAR MEETING

Meeting <u>called to order</u> by Supervisor Rider at 7:00 PM.

ROLL CALL: Present – Supervisor Rider, Clerk Ceo, Treasurer Brushaber, Trustees Compton, Drolett, Gajewski and Mesko. Also, present: David Rohr, Director of Zoning and Planning.

SUPERVISOR'S REMARK: None 1ST CALL TO THE PUBLIC: None

<u>APPROVAL of the AGENDA:</u> Motion by Brushaber to approve the agenda. Motion seconded by Gajewski. Roll call vote. **Motion carried** (7-0).

<u>APPROVAL of the MINUTES:</u> Motion by Brushaber to approve the minutes from the April 20, 2020 Special Board meeting and the April 21, 2020 Regular Board meeting. Motion seconded by Drolett. Roll call vote. **Motion carried** (7-0).

CONSENT AGENDA: Motion by Gajewski to approve the consent agenda involving approval of the Fireworks Display Permit for North Lake for July 4, 2020, with a rain date of July 5, 2020, and to authorize the Township Supervisor to sign the permit application on behalf of Dexter Township, providing Dexter Township receives approval from the Department of Natural Resources no later than Friday, June 26, 2020 at 9:30 AM, or the fireworks display permit shall be null and void; and approval of the annual maintenance agreement with Frontline Warning Systems in the amount of \$5,850 and authorize the Township Supervisor to execute the agreement on behalf of Dexter Township. Motion seconded by Compton. Roll call vote.

Motion carried (7-0).

COMMITTEE REPORTS:

Broadband Research Committee: Trustee Compton, Chair of Dexter Township Broadband Committee, advised 23% of the Washtenaw County Broadband surveys have been returned and data is being complied.

Update on Township Operations: Supervisor Rider updated the Board on Township Operations. The Township Office will remain closed to the general public through at least July 5th unless by appointment Office staff will be in the office Monday thru Thursday 8:30 AM to 4:30 PM to answer phone call and email. The vestibule area will be open for the public to pick up or drop off necessary paperwork.

Zoning Office Update: David Rohr, Director of Zoning and Planning, advised the Planning Commission will hold a "virtual" meeting on May 26, 2020 and the ZBA will hold a "virtual" meeting on June 2, 2020. April was slow reference zoning permits and has increased for May.

The goal is to do inspections within 24 to 48 hours.

UNFINISHED BUSINESS:

A. Big Silver Re-Zone Request: Motion by Gajewski to approve Resolution 20-578, a resolution to enact Ordinance 34-19, an ordinance to amend the 2003 Dexter Township Zoning Ordinance, Ordinance No.34 to amend the Zoning Classification of parcel D-04-04-100-001 from Recreation Conservation (RC) to Rural Residential (RR). Motion seconded by Mesko. Motion by Brushaber to add the words "and map" after "classification". Motion seconded by Compton. Roll call vote. Motion carried (7-0).

NEW BUSINESS:

- A. Fox Ridge Road Maintenance Pass Through Contract: Motion by Drolett to approve the request from the Fox Ridge Home Owners Association for maintenance to their roads to be done by Washtenaw County Road Commission, consisting of crackseal and chipseal in the amount of \$35,100, and to authorize the Township to hold the funds deposited with the Township from Fox Ridge HOA, using said funds to pay the Road Commission for the project, and to further authorize the Township Supervisor and Township Clerk to execute the agreement with the Road Commission on behalf of Dexter Township. Motion seconded by Gajewski. Roll call vote. Motion carried (7-0).
- **B.** Request for 11485 N. Territorial to be included in MLWSA District: Motion by Drolett to not approve the request to accept 11485 N. Territorial into the Multi-Lakes Water & Sewer District. Motion seconded by Mesko. Roll call vote. **Motion carried** (5-2 Rider, Ceo).
- **C. MTA Online Learning Premium Pass:** Motion by Ceo to approve purchase of the MTA Premium Pass Online Learning package and to authorize the Executive Team to transfer training funds as may be necessary and appropriate. Motion seconded by Compton. Roll call vote. **Motion carried** (7-0).
- **D. Draft Zoning Ordinance -Set Date for Special Meeting:** Motion by Mesko, to set the date for the Special "Virtual" Board meeting to discuss the Draft Zoning Ordinance on June 10, 2020 at 9 AM. Motion seconded by Compton. Roll call vote. **Motion carried** (7-0).
- E. Huron River Drive Project shared with Webster Township: No action taken.

AUTHORIZATION of PAYMENTS/TRANSFER of FUNDS:

- **A.** Motion by Brushaber to pay bills in the amount of \$49,025.32 from the General Fund, \$68,523.81 from the Fire Fund, \$40,690.50 from the Police Fund, \$1,269.50 from the Agency Fund, and gross payroll in the amount of \$27,571.30. Motion seconded by Compton. Roll call vote. **Motion carried** (7-0).
- B. Transfer of Funds: None

2ND CALL TO THE PUBLIC: None

Other Issues, Comments and Concerns of Board Members & Staff:

Clerk Ceo: Advised all registered voter in Michigan will be receiving Absentee Ballot Applications.

Trustee Compton: Asked about the Welcome to Dexter Township signs and the worked done on Orchard Street.

Trustee Gajewski: Thanked Maureen Burch for the masks she made for Township Employees.

Treasurer Brushaber: Distributed the Treasurer's Report.

Meeting adjourned at 9:02 p.m.

FUTURE AGENDA ITEMS:

- A. Zoning Ordinance
- B. Ordinance #37 (PDR) Revisions
- C. Single Hauler Trash Ordinance
- D. Big Silver Private Road

Respectfully Submitted,

Debra A. Ceo, Clerk Dexter Township

NOTE: THESE ARE <u>DRAFT</u> MINUTES AND ARE SUBJECT TO REVIEW, CORRECTION AND APPROVAL BY THE TOWNSHIP BOARD AT THE JUNE 16, 2020 REGULAR MEETING

I, THE UNDERSIGNED, DEBRA A. CEO, THE DULY QUALIFIED CLERK FOR THE TOWNSHIP OF DEXTER, WASHTENAW COUNTY, MICHIGAN, DO HEREBY CERTIFY THAT THE FORGOING IS A TRUE AND COMPLETE COPY OF CERTAIN PROCEEDINGS TAKEN BY THE DEXTER TOWNSHIP BOARD OF TRUSTEES AT A REGULAR BOARD MEETING HELD ON THE 19TH DAY OF MAY 2020 AND THAT THE FORGOING MINUTES HAVE BEEN APPROVED BY A MAJORITY VOTE OF THE BOARD AT A SCHEDULED MEETING HELD ON THE 16TH DAY OF JUNE 2020.

DEBRA A. CEO, CLERK, DEXTER TOWNSHIP

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Option 2 - Motion to (other)

DEXTER TOWNSHIP AGENDA ITEM SUMMARY

MEETING OF: Township Board of Trustees 16 June 2020
Agenda Item Title:
Washtenaw Urban County Cooperative Agreement Extension
Submitted by: H. Rider
Explanation of Agenda Item:
Determination whether or not to continue participating in the Washtenaw Urban County
Fiscal or Resource Considerations: YES NOx Does this agenda item require the expenditure of funds? YES NOx If YES, are funds budgeted? YES NO Are staff or other resources required? YES NOx Is a budget amendment required? YES NOx
Attachments:
Urban County Cooperative Agreement Letter
Staff Comments:
Dexter Township, along with several surrounding townships and the City of Dexter, participates in the Washtenaw Urban County. This participation allows certain funding opportunities for the Township and residents who may be in need of assistance. There is no cost to this participation. However, if the Township Board wished to opt out, we are required to notify the County and the Federal Department of Housing and Urban Development (HUD) in writing by June 19, 2020. If we continue to participate, this extension is for three (3) years – 2021 through 2023.
The Urban County Cooperation Agreement provides for the Chief Executive Officer of a participating municipality to be the designated representative to the Urban County Executive Committee, unless the Township Board elects a different official to serve as representative. In addition, participating municipalities can designate an alternate representative. Currently, I serve as Dexter Township's representative and Trustee Drolett serves as alternate representative. I have no problem continuing as representative as long as I serve as Township Supervisor.
Motion/Action/Recommendation:
Option 1 – Motion to approve continued participation in the Washtenaw Urban County and to continue with the current representation, including alternate.



415 W. Michigan Avenue Ypsilanti, MI 48197

www.washtenaw.org/oced twitter@WashtenawOCED facebook.com/washtenawoced

www.opportunitywashtenaw.org

734.544.6748 (P)

734.544.6749 (F)

May 15, 2020

Supervisor Harley Rider 6880 Dexter-Pinckney Road Dexter, MI 48130

RE: Washtenaw Urban County Cooperative Agreement Extension

Dear Supervisor Rider,

Urban County members currently have three year Cooperative Agreements with Washtenaw County that apply to Fiscal years 2018, 2019, and 2020. As the Urban County Cooperative Agreements have no end date, they will be automatically renewed for the following three Fiscal years (2021, 2022, 2023) unless the unit of government notifies the County <u>and</u> the HUD Field Office in writing by **June 19, 2020** of its intent to terminate the agreement at the end of the current qualification period.

The automatic extension of the Urban County Cooperative Agreements enables the receipt of federal Community Development Block Grant (CDBG) and Home Investment Partnerships Program (HOME) grant funding for the period July 1, 2021 - June 30, 2024. These programs offer a wide array of services for extremely low to low income residents, older adults, persons with disabilities, and other persons of limited resources in the community.

The County provides fiduciary responsibility, including monitoring and reporting to HUD on the use of program income, record keeping and reporting, and executing essential applications, plans, programs and projects, which reduce the administrative burden on local communities. The terms and provisions of the Urban County Cooperation Agreements are fully authorized under state and local law, providing full legal authority for the County to undertake or assist in essential community development and housing assistance activities.

Current participating jurisdictions include: Ann Arbor Township, Augusta Township, Bridgewater Township, Dexter Township, Lima Township, Manchester Township, Northfield Township, Pittsfield Township, Salem Township, Saline Township, Scio Township, Superior Township, Sylvan Township, Webster Township, York Township, Ypsilanti Township, City of Ann Arbor, City of Dexter, City of Saline, and City of Ypsilanti.

Please contact me at 734-544-3042, 810-410-6982 (cell) or gillottitm@washtenaw.org if you have any questions about your community's continued participation in the Washtenaw Urban County.

Sincerely,

Teresa Gillotti Director

Cc: James Drolett, Township Trustee
Tara Cohen, CDBG Management Analyst
File

Page 6 of 94



DEXTER TOWNSHIP AGENDA ITEM SUMMARY

MEETING OF: Township Board of Trustees 16 June 2020

MILLTING OF. TOWNSHIP BOATG OF TRUSTEES 10 Julie 2020
Agenda Item Title:
Coronavirus Workplace Policy – Policy # 02.05.01
Submitted by:
H. Rider
Explanation of Agenda Item:
Dexter Township policy for Workplace Safety in response to the Coronavirus.
Fiscal or Resource Considerations: YES NOx
Does this agenda item require the expenditure of funds? YES NOx
If YES, are funds budgeted? YES NO
Are staff or other resources required? YES NOx
Is a budget amendment required? YES NOx
Attachments:
Draft Policy
Staff Comments:
Governor Whitmer's Executive Order 2020-97 requires that "All businesses or operations that are permitted to require their employees to leave the homes or residences for work under Executive Order 2020-92, and any order that follows it, must, at a minimum: Develop a COVID-19 preparedness and response plan, consistent with recommendations in Guidance on Preparing Workplaces for COVID-19, developed by the Occupational Health and Safety Administration By June 1, 2020, or within two weeks of resuming in-person activities, whichever is later"
There are numerous other requirements in the Executive Order. This draft policy has been developed in accordance with that directive, though it may require further modifications.
Motion/Action/Recommendation:
Motion to approve Policy 02.05.01 Coronavirus Workplace Policy and to authorize the Township

Motion to approve Policy 02.05.01 Coronavirus Workplace Policy and to authorize the Township Executive Team to modify the policy as necessary to conform to the Governor's Executive Orders and/or other official directives.

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Harley B. Rider
Supervisor
Debra Ceo
Clerk
Libby Brushaber
Treasurer
Michael Compton,
James Drolett,
William Gajewski,
Mark Mesko,
Trustees

DEXTER TOWNSHIP

6880 DEXTER-PINCKNEY RD.
DEXTER, MI 48130
(734) 426-3767
www.dextertownship.org

2020 June 17



POLICY 02.05.01 – Coronavirus Workplace Policy

DATE APPROVED BY BOARD (Original): 2020 June 16

REVISION NUMBER: #

DATE EFFECTIVE (Original):

DATE APPROVED BY BOARD (Revision): YYYY Month DD
DATE EFFECTIVE (Revision): YYYY Month DD

Signature - Township Supervisor

Signature - Township Clerk

I. <u>POLICY</u>: Dexter Township continues to place the highest priority on the health, safety and wellbeing of its employees and its workplace community, while protecting the continuity of its essential functions. Toward that end, and effective immediately, Dexter Township workplace policies are being enhanced to add those as follows. As this information is likely to change as the situation evolves, or Executive Orders mandate change, the Township Executive Team will modify this policy as necessary and inform officials and staff of the changes.

Dexter Township priorities and purposes in setting this workplace policies are as follows:

- Maintain a safe and healthy workplace, including minimizing the transmission of a contagious disease;
- Encourage open communications, fairness and concern for the well-being of our employees and staff;
- Sustain operational continuity

II. PROCEDURE

- A. **Well Employees and Staff**: Employees and staff who are well are expected to be at work as usual, even if they have come in contact with, or caring for someone who is ill with an ordinary respiratory illness (in which case, typical preventative measures are recommended for them as care givers). Such employees and staff are expected at work *unless* they have been:
 - 1. Caring for someone with a confirmed case of COVID-19, in which case they are required to self-isolate;

- 2. In a CDC Level 3 area of concern defined on this link: https://www.cdc.gov/coronavirus/2019ncov/travelers/index.html
- 3. Instructed to refrain from attending work by public health officials, a health care provider or Dexter Township Executive Team;
- 4. Otherwise classified as a "Sick Employee", discussed below.
- B. Sick Employees: Employees and staff who have symptoms of respiratory illness *must* stay home and *not* come to work until they are free of fever, and any other symptoms for at least 24 hours, without the use of fever-reducing or other symptom-altering medicines (e.g., cough suppressants). A fever is defined as a temperature of 100.4 degrees Fahrenheit or 38 degrees Celsius taken by an oral thermometer. Those with concerns or questions about their illness or seeking advice about whether to come to work are invited to consult with healthcare professionals and to the extent necessary, Township Executive Team. If an employee is out sick for more than 3 days, the employee will need to provide a return to work note from their primary care physician. If an employee is confirmed to have COVID-19, the employee will be required to provide documentation to the Township Executive Team indicating same and will be required to stay home as set forth in the policy.
 - If employee or staff has traveled to a CDC Level 3 area of concern and/or is exhibiting signs and symptoms of COVID-19 (i.e., feels sick and exhibits symptoms such as fever, cough or difficulty breathing), the employee may:
 - a) Be advised not to come to work until the symptoms disappear and/or a doctor has confirmed they are not contagious;
 - b) Be advised to seek medical care immediately;
 - c) Be advised to avoid contact with others;
 - d) Be advised to stay home for up to 14 days to ensure the employee does not show symptoms of the virus;
 - e) Be instructed to obtain a fit-for-duty/return-to-work notice from their health care provider, though this *may* not be required in some instances;
 - f) Be provided leave until quarantine period is exhausted or employee returns with a fit-for-duty/return-to-work notice from their health care provider. Such leave will be administered consistent with the Dexter Township normal leave of absence policies and may be paid or unpaid;
- C. Individuals at risk of severe illness: Employees who are at increased risk for complications from COVID-19 due to underlying health conditions are urged to consult their physician about steps they can take to protect their health. These individuals include, but are not limited to, older adults, as well as persons of any age with underlying medical conditions, such as persons with a blood disorder (e.g. sickle cell disease or a disorder being treated with blood thinners), an endocrine disorder (e.g. diabetes mellitus), or metabolic disorder (such as: inborn air of metabolism); those with heart disease, lung disease (including asthma or chronic obstructive pulmonary disease),

chronic kidney disease, or chronic liver disease; those with a comprised immune system (e.g. those who are receiving treatments such as: radiation or chemotherapy, who have received an organ or bone marrow transplant, who are taking high doses immunosuppressant, or who have HIV or AIDES); those who are currently pregnant or were pregnant in the last two weeks; and those with neurological or neurologic and neurodevelopment conditions.

- 1. Once the Township Executive Team is in receipt of documentation supporting the employee is at risk of severe illness as defined above, the employee will be sent home as set forth in this policy.
- 2. Township officials and employees who supervise any staff must not pressure others to come to work if they are ill or need to stay at home to care for ill dependents. Conversely, if employees are well, they should not be pressured to stay away from work for such reasons as their ethnic or racial background, perceived disability, home address, having cared for a sick family member (without any indication of COVID-19) or recent travel to *unaffected* areas. There is a need to stay away from work because of caring for someone confirmed to have COVID-19. If an employee is caring for someone confirmed to have COVID-19 the employee will be required to provide documentation to the Township Executive Team indicating same and will be required to stay home as set forth in this policy.
- 3. Township officials and Department Heads (with the support and involvement of Township Executive Team, as needed) should ask employees who are exhibiting symptoms of respiratory illness to go home and stay home until 24 hours after they are free of symptoms or provide a return to work notification from a primary care physician. If an employee is confirmed to have COVID-19, the employee will be required to provide documentation to the Township Executive Team indicating same and will be required to stay home as set forth in this policy. Please cooperate with managers and supervisors who are taking on this uncomfortable responsibility for the well-being of all.

D. Self-Isolation and Care for Others

- Employees may use accrued PTO or flex time for self-isolation or quarantine, even if they are not sick, when it is required or recommended by public health authorities/guidelines or by their health care providers, provided they notify the Township Executive Team.
- 2. Employees may use accrued PTO or flex time to care for immediate family and household members **who are not ill but need care** due to any COVID-19 related closures of schools or day care centers, or for any other breakdowns in care arrangements, provided they notify the Township Executive Team.
- 3. The Township Executive Team will consider allowing (on a case by case basis) employees with insufficient bank time up to 14 unpaid sick days for illness, to meet self -isolation or quarantine requirements, or for the active care of others because of disruptions related to COVID 19. The Township Executive Team will review this threshold periodically as conditions change.

- E. **Domestic Travel:** Employees who travel domestically where COVID-19 has sustained widespread community transmission will be required to obtain a fit for duty / return to work from their primary care physician indicating they are not contagious.
- **III.** OFFICE SAFETY AND SANITATION: Dexter Township officials and staff shall adhere to the following safety and sanitation procedures:

A. Public Access

- 1. The following procedures shall be followed by all officials and staff when the office is not open to the public:
 - a. Public access to the vestibule shall be available during normal business hours Monday through Thursday, with document exchanges being facilitated in the outer vestibule;
 - b. In-person public access shall be by advance notice and shall only be facilitated when other means of conducting business is impractical;
 - c. Restrooms shall remain closed to the public until further notice;
 - d. In-person meetings shall be done in the main meeting room as follows:
 - (1) Access to the main meeting room shall only be done through the far west doors, ensuring that the doors are secured after each such meeting;
 - (2) Tables shall be placed to facilitate appropriate social distancing;
 - (3) Disposable face masks shall be provided to members of the public who don't have masks when meeting in-person.
 - e. All touch surfaces shall be sanitized after each public in-person meeting:
- 2. The following procedures shall be followed by all officials and staff when the office becomes open to the public:
 - a. Clear Plexiglass or Lexan shields shall be placed on the counter and other areas between staff and the public to provide a physical barrier;
 - (1) The shields shall be placed or constructed in such a manner as to provide maximum visibility and safety;
 - (2) The shields shall be properly cleaned at the start of each day using cleaning material that won't have a negative impact on the shields;
 - b. Restrooms shall remain closed to the public until further notice;
 - c. Disposable face masks shall be provided to staff and members of the public who don't have masks;
 - d. All touch surfaces shall be wiped down with sanitizing wipes on a regular basis;

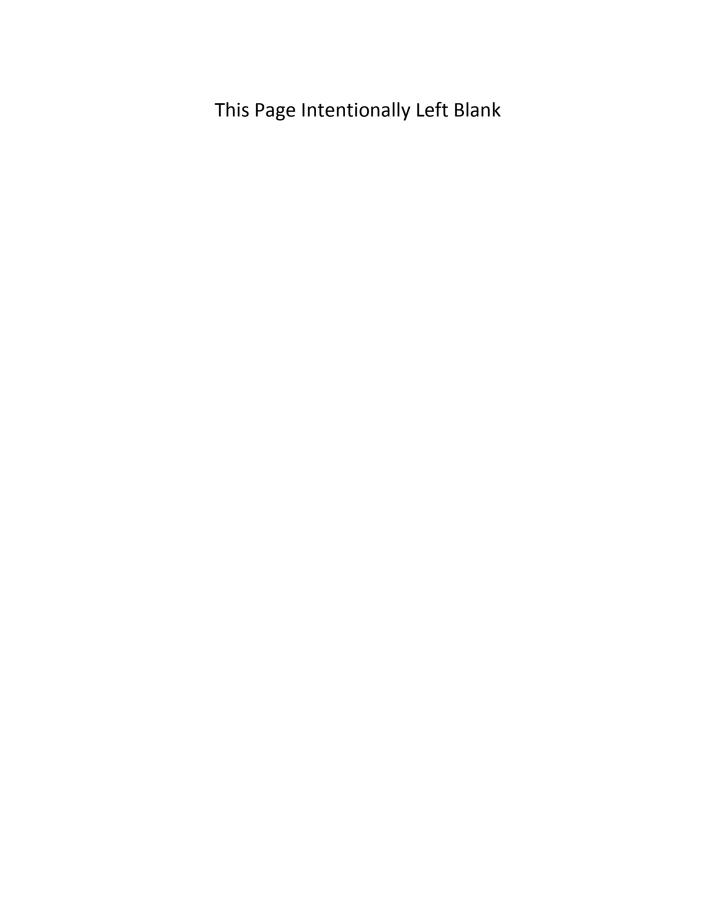
B. Social Distancing

- 1. Officials and staff shall remain at least six (6) feet from others to the extent practicable;
- 2. Face masks should be worn to cover the mouth and nose whenever social distancing cannot be practiced;

3. Movement between offices and work areas should be done so as to minimize coming within the six (6) foot social distancing area, to extent practicable.

C. Sanitation

- 1. The Township shall provide sanitizing wipes throughout the office near to normal touch surfaces;
- 2. Staff shall wipe down touch surfaces on a regular basis;
 - a. Copy machine control panel shall be wiped down after each use, unless a stylus is used for all touch commands;
 - b. Door handles and crash bars shall be wiped down at the start of each day, and periodically throughout the day;
 - c. Touch surfaces in restrooms shall be wiped down after each use by the person using the restroom.
- IV. <u>CHANGING CONDITIONS</u>: If public health conditions worsen, Dexter Township workplace policies may be further amended. This would be done to address the effects of more widespread illness or absences, more frequent needs for self-isolation or quarantine, disruption of care arrangements or Dexter Township priorities for pay continuity. Employees and staff will be notified as necessary of such changes by the Township Executive Team.





DEXTER TOWNSHIP AGENDA ITEM SUMMARY

MEETING OF: Township Board of Trustees 16 June 2020

Agenda Item Title: Big Silver Site Condominium Development Agreement and Private Road Preliminary Approval with Maintenance Agreement Submitted by: H. Rider Explanation of Agenda Item: Development Agreement, Private Road Preliminary Approval and Road Maintenance Agreement Fiscal or Resource Considerations: YES _____ NO __x__ Does this agenda item require the expenditure of funds? YES _____ NO __x__ Are staff or other resources required? YES _____ NO __x__ Is a budget amendment required? YES _____ NO __x__

Attachments:

- Memorandum from Director of Zoning & Planning
- Draft Development Agreement
- Draft Road Easement and Maintenance Agreement
- Draft Resolution for Prelim. Approval for Private Road and Approval of Maint. Agreement.

Staff Comments:

The Dexter Township Planning Commission has reviewed all documents and reports, as well as the approvals form Putnam Township, that were necessary to render a decision on the Big Silber Site Condominium project, including the private road, which provides access to the residential component of the project from Tiplady Road through a parcel in Putnam Township. The PC granted Final Site Plan approval by resolution on 4/28/2020. As a result of that approval, the PC recommended that the Township Board approve the private road in the Big Silver project.

The Dexter Township Attorney has reviewed and approved the Development Agreement and has reviewed the private road Easement and Maintenance Agreement, on which approval is pending. The Township Attorney is reviewing the Master Deed and By-Laws and is expected to provide approval or feedback prior to the June 15th Township Board meeting.

Motion/Action/Recommendation:

Action 1 – Motion to approve the Big Silver Development Agreement, pending approval of the Master Deed and By-Laws by the Township Attorney, and to authorize the Township Supervisor to execute the Agreement on behalf of Dexter Township once said legal approval is received.

Action 2 – Motion to approve Resolution 20-____, a resolution to grant preliminary approval to the private road in the Big Silver Site Condominium project, including variances from the Dexter Township Road Ordinance as may be specified in the plans and letters of review.

Action 3 – Motion to approve the Private Road Maintenance Agreement, pending approval by the Township Attorney.

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DEXTER TOWNSHIP



PLANNING & ZONING

6880 Dexter-Pinckney Road Dexter, MI 48130

TELEPHONE: 734-426-3767 FAX: 734-426-3833 DPZ@DEXTERTOWNSHIP.ORG WWW.DEXTERTOWNSHIP.ORG DAVID ROHR
DIRECTOR
PAUL CURTIS
ORDINANCE OFFICER

DATE: June 8, 2020

TO: Dexter Township Board of Trustees

CC: File

FROM: David Rohr, Director of Planning & Zoning

RE: (20-PC-201) Big Silver Site Plan and Development Agreement Summary

MEMORANDUM

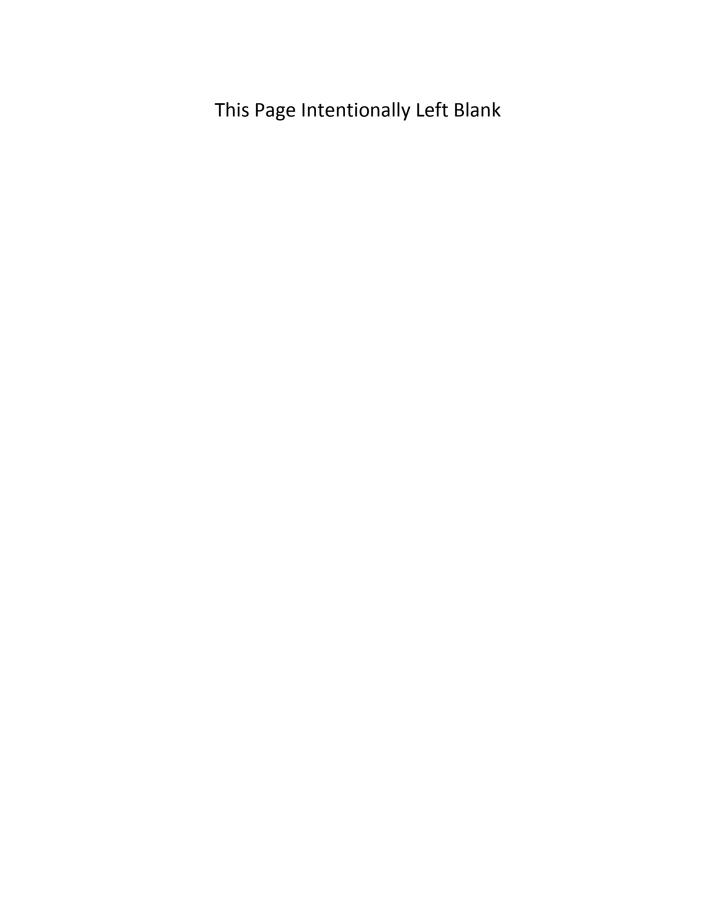
Board of Trustees,

The Dexter Township Planning Commission granted approval to Big Silver, Inc. for an Opens Space Community/Preliminary Site plan (19-PC-198) on November 26, 2019. At their April 28, 2020, the Planning Commission granted final site plan approval to Big Silver, Inc. (20-PC-201).

Dexter Township legal counsel has reviewed and commented on the Development agreement between Dexter Township and Big Silver, Inc. Township comments have been forwarded to Big Silver, Inc. legal council for review and incorporation into the Development Agreement. This Development Agreement will be sent to the Township Board for approval.

Please contact this office with any additional questions.

David Rohr
Director of Planning & Zoning
Dexter Township



DEXTER TOWNSHIP DEVELOPMENT AGREEMENT BIG SILVER CONDOMINIUMS

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into as of the day of
, 2020 by and between Big Silver, LLC, ("Owners/Developer"), a Michigan limited liability
corporation, whose address is 229 Depot Street, Ann Arbor, Michigan 48104 and the Township of Dexter, a
Michigan general law township, whose address is 6880 Dexter-Pinckney Road, Dexter, MI 48130 (
"Township").

RECITALS

- A. WHEREAS, the Developer desires to develop Big Silver Condominiums on Tax Parcel No. D-04-04-100-001 located in the Township consisting of approximately 33 acres legally described in attached Exhibit A ("Property") with access over a proposed private road from Tiplady Road in Putnam Township. The Property is being developed as a residential condominium project, known as "Big Silver Condominiums" ("Development" or "Project"). The Development is comprised of 5 residential units and related general common elements ("Condominium").
- B. WHEREAS, the Developer desires to develop the Development pursuant to the applicable Dexter Township Zoning Ordinance ("Zoning Ordinance") related to Open Space Community Overlay District and according to the provisions of the Condominium Act, Public Act 59 of 1978, as amended, and pursuant to the authority granted by Section 141 of the Condominium Act; and
- C. WHEREAS, the Developer desires to build all necessary on-site infrastructure for the Development, including, but not limited to, roads, private wells, sanitary sewer system, storm sewers, drainage facilities, and electrical and telecommunication utilities, as shown in the approved Final Site Plan for the Development ("Final Site Plan"), without the necessity of special assessments by the Township; and
- D. WHEREAS, the Developer desires to install the unit grading and soil erosion and sedimentation control improvements shown in the approved Final Site Plan in order to facilitate the drainage of storm water from and within the Development in such a manner as is not expected to result in damage to any adjacent property outside of the Development or any site condominium unit or common element within the Development

from an increase in the flow of storm water or decrease in water quality of storm water from or within the 6/910/20 (with Supervisor Dexter Attorney Comments)

Development; and

- E. WHEREAS, agreements, approvals, and conditions agreed to by the Developer and the Township remain in effect, including, but not limited to, conditions and safeguards of all approvals by the Township regarding zoning, open space community, and site plan approvals for the Development and permits that may have been issued by appropriate governmental review agencies for the Development;
- F. WHEREAS, the Township's Planning Commission ("Planning Commission") and Township Board of Trustees ("Board") have taken the following actions approving the Development, with conditions and safeguards, as outlined in the adopted resolutions:

Preliminary Site Plan Approval: Resolution 19-PC-198 (11/26/2019)

Open Space Community Approval: Resolution 19-PC-198 (11/26/2019)

Final Site Plan Approval: Resolution 20-PC-201 (4/28/2020)

- G. WHEREAS, having determined that all of the conditions of Final Site Plan approval for the Development had been satisfied, as determined by the Township Director of Planning and Zoning ("Director of Planning and Zoning"), as referenced in the Planning Commission resolution described above, and the parties having therefore determined that the date of April 28, 2020, shall constitute the date of Final Site Plan approval for all purposes, including, without limitation, the date upon which the necessity for an extension of the Township's approval under the Zoning Ordinance would be calculated;
- H. WHEREAS, the Zoning Ordinance requires execution of a Development Agreement such as this Agreement for the Development;
- I. WHEREAS, the execution of this Agreement in connection with the Final Site Plan approval for the Development shall be binding upon the Township, Developer, and the owner(s) of the Property, their successors-in-interest and assigns, and the owners of units within the Development; and
- J. WHEREAS, the terms of this Agreement supersede any contrary provision in the condominium documents, including the Master Deed and Bylaws, and any provision of the Master Deed or Bylaws that conflicts with this Agreement is without force or effect to the extent of such conflict. Any provisions of the Master Deed or Bylaws that is not consistent with this Agreement is not binding upon the Township, its officers, agents, employees, or attorneys;

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties described in this Agreement and with the express understanding that this Agreement contains important and essential terms as part of the approvals of the Developer's Final Site Plan for the Development, the parties agree as follows:

GENERAL TERMS

- 1.1 Recitals Part of Agreement. Developer and the Township acknowledge and represent that the foregoing recitals are true, accurate, and binding on the parties and are an integral part of this Agreement.
- 1.2 Zoning District. The Township acknowledges and represents that the Development was previously located within the Recreation Conservation (RC) District and has been rezoned at the request of Developer to the Rural Residential (RR) district, with an Open Space Community Overlay (OSC). The Development has received OSC approval for development of Big Silver Condominiums as a residential condominium consisting of 5 single family detached residential site condominium units (each a "Unit") and related open space, and other residential and infrastructure improvements. The Development is approved with the following dimensional standards with respect to each Unit set forth in the Final Site Plan, as they may be amended at the request of Developer with Township approval:

	Required by Zoning Ordinance (12.01(E))	Proposed Standards	Departure from Standard
Minimum Lot Area	2 acres	Less than 2 acres	Lot 1 = .65 acres (28,227 SF) Lot 2= .70 acres (30,273 SF) Lot 3= .77 acres (33,428 SF) Lot 4= .80 acres (34,763 SF) Lot 5 = .71 acres (30,721 SF)
Minimum Lot Frontage (excluding curved, cul-de-sac frontages)	150 feet	142-155 feet	Lot 1 = 146 feet Lot 2= 155 feet Lot 3= 155 feet Lot 4= 150 feet Lot 5 = 142 feet
Reduced Side-yard Setback	15 feet	15 feet	No departure
Increased Lot Coverage	10 percent	20 percent	Increased by 10 percent from the district standard
Front Yard Set Back	25 feet	25 feet	No departure
Rear Yard Set Back (Lake)	50 feet	50 Feet	No departure

- 1.3 Approval of the Open Space Community. The open space community overlay district has been approved, pursuant to the authority granted to and vested in the Township, pursuant to Public Act 110 of 2006.
- **1.4 Approval of Final Site Plan.** The Final Site Plan for the Development has been approved pursuant to the authority granted to and vested in the Township, pursuant to Public Act 183 of 1943 and Public Act 110 of 2006.
- 1.5 Approval of Roads. The private roads have been approved by the Township Board on _______, 2020, pursuant to the authority granted to and vested in it, pursuant to Dexter Township Ordinance 21 and Public Act 246 of 1945.
- 1.6 Conditions of Approvals. Developer and the Township acknowledge that the approved open space community overlay district, approved Preliminary Site Plan and approved Final Site Plan, for the Development incorporate the Township's approved conditions, safeguards, and requirements that were adopted by the Planning Commission, consultants, and departments of the Township.
- Agreement shall be deemed to be of benefit to the Development, shall be deemed a restrictive covenant that shall run with the land and be binding upon and inure to the benefit of the parties, their successors and assigns, and may not be modified or rescinded except as may be agreed to in writing by the Township, the Developer, and/or their respective successors and assigns, as outlined in this Agreement. This restrictive covenant shall be incorporated by the appropriate executed instruments into the title of the Development. Anything to the contrary herein notwithstanding, any person who is neither a party hereto nor the successor or assignee of a party shall not be deemed an intended contractual beneficiary of this Agreement or have the right to commence any lawsuit or proceeding to enforce this Agreement or any portion thereof.

- 1.8 Master Deed, Bylaws, Private Road Agreement; Appurtenant Easements. The Master Deed, Bylaws, Declaration of Private Road Easement and Maintenance Agreement ("Private Road Agreement") are referred to as the "Project Documents" for the Development. The Project Documents have been submitted by the Developer and approved by the Township as part of the site plan approval process. The Project Documents are hereby incorporated and made a part of the approved Final Site Plan for the Development.
 - A. *Enforcement*. The Township shall retain the right, but shall have no obligation, to enforce the provisions of the Project Documents that affect matters related to the Development approvals by the Township, if the Township reasonably determines that enforcement is necessary and in the interests of public health, safety, or welfare, after notice and opportunity to cure to Developer.
 - B. Amendments. Any amendments to the Project Documents that are contrary to the Township approvals must be approved by the Township in those instances where the Project Documents provide for Township approval. Such approval by the Township shall not be unreasonably withheld or delayed.
- 1.9 Successors; Assignment; Adjacent Land. Any reference to an ordinance, statute, act, agency, authority, or similar shall be construed as referencing any successor or amended ordinance, statute, act, agency, authority, or similar. The rights and obligations of Developer under this Agreement, after initial development of the Project by Developer, may be assigned and transferred by Developer to the Big Silver Condominium Association ("Association") established by Developer to administer the affairs of the Condominium and to enforce the Project Documents. After assignment of such rights and responsibilities to the Association, Developer shall be relieved of all liability under this Agreement arising after the date of such assignment. The Developer shall provide the Township with written notice of such assignment. The Private Road Agreement pertain to both the Development and the adjacent land to the north located in Putnam Township and owned by Developer as further described in Exhibit C attached hereto ("Adjacent Land"). The Master Deed and Bylaws grant certain rights to Dexter Township as to both the Property and the Adjacent Land to ensure certain portions of the Adjacent Land are preserved as undeveloped open space.

ARTICLE II

PROVISIONS REGARDING DEVELOPMENT

- **2.1 Phases.** The Development will consist of 1 phase, the boundary of which is the entire Property located in Dexter Township.
- 2.2 Permitted Principal Uses; Site Improvements. The only permitted principal use within the Development shall be detached single-family dwellings and related accessory buildings and uses, and utilities

within the utility easements, and as depicted on the approved Final Site Plan, and other related infrastructure and 6/910/20 (with Supervisor Dexter Attorney Comments) improvements including the private road. Permitted Site Improvements shall include the following as shown on the Final Site Plan: private roads including any pedestrian pathways within the private road right of way, sanitary force main with valves, storm sewer and storm manholes, earthwork, SESC controls, respread topsoil, irons and monuments ("Site Improvements").

2.3 Model Homes. [intentionally omitted]

- 2.5 Use of General Common Element Open Areas. Certain portions of the general common element open areas are to be used for storm water retention and drainage, recreation, open space, and wetland purposes, as depicted in the approved Final Site Plan. With the exception of pathways, storm drainage improvements, utilities, or other improvements required to be installed by the Developer, as depicted on plans that have been approved by the Township, improvements shall not be installed or constructed within the open areas without approval of the Township, as required by Township Ordinance and Project Documents, which approval shall not unreasonably be withheld or delayed.
- 2.6 Performance Guaranty Guarantee, Schedule for Improvements in Open Areas. Developer has provided a layout to the Township showing all open area improvements; as reflected in the approved Final Site Plan for the Development approved by the Planning Commission on April 28, 2020. Before commencement of the Site Improvements for the Development, the Developer will deposit an irrevocable bank letter of credit with the Township as a Performance Guaranty Guarantee pursuant to Section 3.05 of the Township Zoning Ordinance to ensure completion of the Site Improvements of the Development in the total amount of Ninety Thousand Dollars (\$90,000) set forth in the May 20, 2020 estimate of probable cost for the Big Silver Site Improvements, as approved by the Township Engineer, a copy of which is summarized as follows:

Site Improvements Performance Guaranty Guarantee Summary of Probable Cost.

Total	\$ 192,176.00
Survey – set corner markers and monuments	\$ 5,000.00
Storm Sewer including manholes	\$ 25,453.00
Sanitary Force Main with valves	\$ 81,400.00
Private Road	\$ 22,012.00
Earthwork (cut-fill, SESC controls, respreads topsoil, seed)	\$ 58,311.00

If and to the extent another governmental entity having jurisdiction requires a bond or other security to secure the completion of any of the Site Improvements, and to avoid imposing on Developer the obligation of depositing twice for the same Site Improvements, the amount of the performance guarantyguarantee required by

this Agreement shall be reduced by the amount of the security required by the other governmental entity upon 6/910/20 (with Supervisor Dexter Attorney Comments) review and approval by the Township of evidence of deposit of cash or a letter of credit for such improvements with such governmental entity.

The Developer will deposit such letter of credit with the Township Clerk. The irrevocable bank letter of credit must be in a form reasonably approved by the Township Clerk. The amount stated above is based on specifications and estimates prepared by the Developer and is the "itemized estimate" submitted to the Township and approved by the Township Director of Planning and Zoning. All Site Improvements shall be installed as presented on the Final Site Plan for the Development approved by the Planning Commission, as it may be amended, no later than one year after commencement of construction. The Township will promptly authorize reduction of the irrevocable letter of credit amount from time to time upon request by Developer, as the Site Improvements are completed, based on the ratio of the work completed on the Site Improvements compared to the total deposit for Site Improvements, and approval of such reduction shall not be unreasonably withheld by the Township. The Developer shall notify the Township as Site Improvements are completed. The Township shall release that portion of the letter of credit attributable to such completed Site Improvements within forty-five (45) days after review and approval of such designated Site Improvements, and such approval shall not be unreasonably withheld or delayed.

In the event Developer fails to complete the Site Improvements in accordance with the Final Site Plan and this Agreement, within one year after commencement of construction of the Site Improvements, the Township shall have the right to notify Developer of such deficiency in writing and if Developer fails to correct such deficiency within 30 days of the receipt of such notice, or such additional period of time as shall be reasonable under the circumstances, the Township shall have the right to draw on the letter of credit to complete the incomplete Site Improvements.

2.7 Maintenance of Unsold Units and Common Areas; Restoration Deposit. After completion of Site Improvements the Developer shall be responsible for maintaining in a nuisance free residential manner (a) all Units owned by Developer, and (b) the general common elements, until transition of control of the Condominium to the Association. After transition of the control of the Project to the Association, the Association shall be responsible for maintaining the general common elements. After transfer of title of a Unit to an individual Unit Owner, the Unit Owner shall be responsible for maintaining such Owner's Unit. This obligation includes soil erosion and site stabilization and similar matters and shall be secured by a Restoration Deposit to be retained by the Township from the Performance Guarantee after completion of the Site Improvements ("Restoration Deposit"). After transition of control of the Project to the Association, the Association shall substitute its letter of credit or cash in place of the Restoration deposit made by Developer.

7

The estimate of site maintenance costs is set forth on Exhibit B in the amount of Two Thousand Dollars (\$2,000.00), which shall be the Restoration Deposit. The Township shall notify the Developer or Association, as applicable, in writing of any site maintenance or restoration problems or issues and shall allow the Developer or Association, as applicable, up to 30 days to address said issue to the Township's reasonable satisfaction before the Township addresses the problem. Emergency conditions where public health, safety, and welfare is of concern shall allow for a shorter requirement to respond, and in critical emergencies, the Township may need to take immediate action after notifying the Developer and Association. Examples of such issues may include, but not limited to soil erosion, drainage, grading, vegetation establishment, vegetation management, and any other issues relevant to maintaining a safe and healthy residential atmosphere. The Restoration Deposit shall be refunded to Developer or Association, as applicable, one year after completion of the Site Improvements.

- 2.8 Responsibility to Preserve, Retain, and Maintain General Common Element Open Areas. Developer shall remove all construction debris and rubbish from the open areas during the period of construction. Subject to that continuing responsibility, Developer shall retain all responsibility to preserve, retain, maintain, and upkeep the open areas, whether arising under this Agreement or any other open space maintenance agreements entered into with the Township or other governmental entities, effective as to any portion of the open areas from and after the date of final acceptance by the Township, until such responsibility is assigned to the Association.
- 2.9 General Common Element Open Area Rules. Developer shall be responsible for removing any man-made debris from the open areas during the period of construction and shall maintain the area to ensure that it is free of trash, rubbish, or unsightly weeds and shall maintain the landscaping in an attractive state. Developer shall preserve and retain the open areas within the site in their natural state, with minimal intrusion, subject to the right of Developer to install, maintain and repair the site improvements that are identified in the approved Final Site Plan and/or specifications for the Development. After the Association becomes responsible for any open areas, the Association shall have the right to establish such additional reasonable rules and regulations with respect to the use and enjoyment of the open areas as the Association may deem necessary or desirable to insure the proper preservation and functioning of the open areas.
- 2.10 Township Right to Enforce Open Area. In the event the Developer or the Association fails at any time to preserve, retain, maintain, or upkeep the open areas in accordance with this Agreement, the Township may serve written notice upon the Developer or the Association setting forth the manner in which Developer or the Association has failed to maintain or preserve the open areas in accordance with this Agreement.
 - A. *Notice*. Such notice shall include a demand that deficiencies of maintenance or preservation be

- | 6/910/20 (with Supervisor Dexter Attorney Comments) any modification thereof, are not cured within such thirty (30) day period or any extension thereof, the Township, in order to prevent the open areas from becoming a nuisance, may, but is not obligated to, enter upon the open areas and perform the required maintenance or otherwise cure the deficiencies.
 - B. Administration. The Township's cost to perform any such maintenance or cure, together with a surcharge equal to fifteen (15) percent for administrative costs, shall be assessed to the owner of the site at the time such maintenance or cure is performed, or its successors or assigns, placed on the next Township roll as a special assessment, and collected in the same manner as general property taxes.
 - **2.11 Storm Water Management.** The Development shall not increase the flow rate of run-off leaving the Property. The existing properties downstream shall not be negatively impacted by this Development. The drainage areas located within the Development required to be maintained as part of the Development, per the approved Final Site Plan, shall be maintained in accordance with the best practices recommended by the Washtenaw County Water Resources Commissioner, and shall function in accordance with the representations in the approved Final Site Plan.

Without abrogating or limiting the Developer's continuing responsibility to remove all construction debris during the period of construction, the Association shall assume all responsibility to preserve, retain, maintain and keep operational such drainage areas located on the general common elements of the Project whether arising under this Agreement or any other open space maintenance agreements or other maintenance or easement agreements entered into with the Township or other governmental entities, but only after certification by the Township engineer that the required improvements are proper and complete. Developer shall notify the Township in writing at least thirty (30) days prior to the date the Association shall become responsible for such drainage areas. Unit Owners are responsible for maintenance of any drainage areas located on such Owners Unit in accordance with requirements of applicable governmental authorities.

In the event Developer, the Association or the Unit Owners, as applicable, fails to maintain or preserve drainage areas in accordance with this Agreement, the Township may serve written notice upon the Developer, the Association or the Unit Owners, as applicable, setting forth the deficiencies in the maintenance or preservation of the drainage areas. Said written notice shall include a demand that deficiencies of maintenance or preservation be cured within thirty (30) days of the date of said notice. If the deficiencies set forth in the original notice, or any subsequent notice thereto, are not cured within such thirty (30) day period or any extension thereof, the Township in order to prevent the drainage areas from becoming a nuisance, may enter

upon the drainage areas and perform the required maintenance or preservation to cure the deficiencies. The 6/9/10/20 (with Supervisor Dexter Attorney Comments)

Township's cost to perform any such maintenance or preservation, together with a fifteen (15) percent surcharge for administrative costs, shall be assessed to the applicable Owner of the Unit at the time such maintenance or preservation is performed on the next Township roll as a special assessment and collected in the same manner as

- **2.12** No Disturbance of Wetlands. There are no wetlands located within the area of the Project being developed.
- **2.13 Private Roads.** All roads within the Development are designated as private roads, as depicted on the approved Final Site Plan. Such roads have been approved by the Township Board before any work, including clearing of land, grading, or any elevation work, has commenced.
 - A. *Construction*. Such roads shall be surfaced and constructed in accordance with the specifications depicted on the Final Site Plan for the Development and as approved by the Township Board.
 - B. *Inspections*. During the various stages of road construction, the Developer shall notify the Township, with at least a 24-hour advance notice, of all scheduled inspections required by any public authority, including the inspections required under the Dexter Township Private Road Ordinances, including but not limited to the following:
 - 1. Finished sub-grade surface of all roads within the Development and for all roadway entrances and exit tapers at the access points of the Development;
 - 2. Underground road drainage and utility installation;
 - 3. Complete sub-base and base course;

general property taxes.

- 4. Those inspections required by Ordinance No. 21, §III(1)(D)(2), of the Dexter Township Private Road Ordinances, and those inspections required by the Private Road Agreement approved by the Township Board; and
- 5. The final inspections required by Ordinance No. 21, §3, 1, B, 7;
- C. Inspection Reports. The Developer shall provide the Township with copies of all inspection reports that the Developer receives in conjunction with the aforementioned paragraph, including, but not limited to, inspection reports for the various stages of road entrance construction, identified as (1-5) above, and a copy of reports of any unscheduled inspection. Both Developer and the Township agree to encourage the Washtenaw County and Livingston County Road Commission (Road Commission) not to conduct inspections without prior notice.
- D. *Road Signs*. The Developer shall provide a plan for signs and installation of road name signs in accordance with the standards of the Road Commission and its specifications and as required by

- | 6/910/20 (with Supervisor Dexter Attorney Comments) during periods of construction as are appropriate to protect the public health, safety, and welfare.

 Road signs and traffic control signs must be installed before issuance of a zoning permit for any building within the Development.
 - E. Road Completion. In accordance with Dexter Township Ordinance No. 21, §III(1)(B)(5), all roads must be completed within two (2) years from the date of approval of the private roads. If not completed within the time required, after prior written notice to Developer and opportunity to cure not less than 30 days, the portion of the performance guarantee attributed to the private roads as described in Section 2. 6 above shall be surrendered to the Township to be used for the completion of the work by the Township, to the extent that the Township deems advisable.
 - F. Public Use. All private roads within the Development shall be open to public use for enforcement of the Michigan Uniform Traffic Code and all other similar laws and ordinances, and for mail and other deliveries.
 - G. Declaration of Private Road Easement and Maintenance Agreement. The Township Board has approved the Declaration of Private Road Easement and Maintenance Agreement. The terms for construction of the Private Road are set forth in this Section, the Final Site Plan, and the Township Ordinance.
 - **2.14 Water Supply.** The Development shall be developed with private wells, to be approved by the Washtenaw County Environmental Health Department ("Environmental Health Department"). Developer agrees that neither it, nor its successors, or assigns shall do any work on or in preparation for the installation of the private wells on the site without the appropriate permits. If the Development is within a well-first area, as defined by the Environmental Health Department, the final approvals for a well must be provided to the Township before a final certificate of zoning compliance may be issued.
 - **2.15 Sanitary Sewer.** The Development shall be served by a sanitary sewer system through Multi-Lake Water and Sewer Authority ("Sanitary Sewer"). Developer agrees that neither it, nor its successors, or assigns shall do any work on or in preparation for the installation of the sanitary sewer on the Property without the appropriate permits.
 - 2.16 Construction of Public Utilities. Developer shall install all electric, natural gas and telephone and internet/cable services underground to the Project in accordance with the Final Site Plan, and the requirements of the applicable utility provider and the Township. Developer shall submit to the Township prior to issuance of building permits for construction of residences evidence of delivery of full payment to the applicable utility provider for the cost of installation of the public utilities. The Project utility providers are

DTE Energy for electric, Consumers Energe 6/910/20 (With Supervisor Dexter Attorney Consumers Energy Consume	y for gas, Cha Comments)	arter/Spectrum for internet/cable, and for
telephone. Developer shall also provide a	letter from ea	ch utility provider setting forth the amount due and a
copy of Developer's check in payment of su	ch amount. T	he estimated utility deposits are as follows:
Consumers Energy (gas)	\$	_ (deposited with utility company)
DTE Energy (electric)	\$	_ (deposited with utility company)
Charter/Spectrum (cable	\$	_ (deposited with utility company)
Charter/Spectrum (telephone)	\$	_ (costs paid to utility company)
Multi Lake (sanitary sewer)	\$	(deposited with Township under Section 2.6)

- 2.17 Engineering Approval of Plans. In accordance with Township Ordinances and Township Engineering Design Specifications, or as approved by the Township Engineer, construction work or grading, except as set forth below, shall not be performed within the Development until engineering plans are reviewed and approved. The Engineering Plans for the Project have been submitted and approved as part of the Final Site Plan approval, and any additional changes or approval needed shall be submitted to the Township and upon receipt the Township shall expeditiously review such plans.
- 2.18 Easements for Sewer Lines. Developer shall grant easements for public sanitary sewer and dedicate the sanitary sewer system to Multi Lake Water and Sewer Authority. All easements shall be recorded with the Washtenaw County Register of Deeds and the Developer shall deliver to the Township copies of all recorded documents. Upon approval and acceptance by the Multi Lake Water and Sewer Authority, the Developer shall assign and transfer title to the public sanitary sewer system to the Multi Lake Water and Sewer Authority, or other proper authority.
- **2.19** Non-motorized Pathways. This Development has no non-motorized pathways, except that trails for recreational pedestrian use and for ongoing maintenance of the wooded areas have been or may be installed in the Open Space Areas.
- **2.20 Tree Preservation.** The Property is heavily wooded as shown on the Final Site Plan. Developer intends to leave as much of the Property undisturbed as reasonably feasible given the nature of the Development. A waiver of the Article 23 Landscape Requirements has been approved by the Township Planning Commission.
 - **2.21** Landscape Plan. No landscape plan is required due to the wooded nature of the Property.
 - **2.22 Road Lighting.** The Development will not include any road lighting.
- **2.23 Construction Access.** The Developer agrees to direct all truck traffic related to the Development directly on to Tiplady Road and to use only approved construction traffic routes. The Developer further agrees to make all contractors and subcontractors aware of the approved construction traffic routes.

2.24 Dust Control. Developer shall take all reasonable measures directed by the Township or the Road Commission to reduce any dust created by trucks traveling to and from the construction site, which may include, installing brine on the roads, sweeping the roads within the Development, and/or deploying a water truck on site when dust conditions create a nuisance during construction, the expense of which shall be born exclusively by the Developer. If Developer, after reasonable notice and opportunity to cure dusty conditions, does not take adequate action to remediate such conditions, the Township may take necessary actions, with the cost to be paid by the Developer. This cost may be taken from the Performance Guarantee, with a statement provided to the Developer.

2.25 Construction Work Schedule. Construction work, including, but not limited to, excavation, demolition, alteration, and erection, and construction noises shall be limited to the following times:

MONDAY through FRIDAY - 7:00 am - 7:00 pm SATURDAY - 7:00 am - 5:00 pm

The Director of Planning and Zoning may issue a work permit for hours other than listed above upon written request of the Developer. The request must demonstrate unusual or unique circumstances relating to the proposed construction hours.

2.26 Performance Guarantee. [SEE SECTION 2.6 ABOVE]

2.27 Engineering Plans and Certification.

- A. Developer shall furnish a "project engineer's certificate" prior to grading, signed and sealed by a professional engineer licensed in the State of Michigan, indicating that all soil erosion and sedimentation measures have been complied with.
- B. All inspections for storm sewer installations are to be performed by the Township's engineering inspectors, with applicable fees paid by Developer.
- C. Developer shall submit signed and sealed certification by an engineer licensed in the State of Michigan that "as-builts" are in substantial accordance with the constructed site improvements.
- D. Developer shall furnish "as-built" engineering plans in a digital format, compatible with Township record system and its Engineer, and a sealed copy reviewed and approved by the Township's Engineer showing all site improvements, and any current versions or updates to such records.
- E. Developer shall furnish a "project engineer's certificate," signed and sealed by a professional engineer licensed in the State of Michigan, indicating that the site grading and storm water sewer system and drainage facilities have been constructed in substantial accordance with the approved engineering plans. The Township will review and approve improvements in accordance with the

Township "Engineering Design Specification for Site Improvements" and other applicable laws and ordinances.

- F. Developer shall also furnish written evidence to the Township that the private road has been determined to be constructed in substantial conformance to specifications as depicted on the approved Final Site Plan.
- G. Developer shall furnish a "grading certification" indicating the final "as-built" grades for all drainage areas, lot corners, high points, low points and ditch lines on lots, and high points and low points on roadways. The "grading certification" shall be signed and sealed by a surveyor licensed in the State of Michigan, reasonably acceptable to the Township.
- 2.28 Underground Utilities. The existing overhead primary electric service line shown on the Final Site Plan providing service from Tiplady Road to the Project and Adjacent Land will traverse Parcel 9 located on the Adjacent Land and the open space area and shall terminate at 3 upgraded electric poles, two near the existing recreation hall east of the new drive serving the recreation hall, and the third at the end of the private road, just to the east of Unit 1. Electric service lines and telephone/cable service lines from the existing poles to the individual Units shall be underground. Gas lines shall be underground. Developer shall install or cause to be installed all electric, telephone, and other communication systems for the Development in accordance with requirements of the applicable utility company and applicable Township Ordinances.
- **2.29** Removal of Construction Debris. In addition to its responsibilities under Section 2.7, above, Developer shall remove all discarded or surplus building materials and rubbish at least once every month during construction of the Development and within one month of completion or abandonment of construction; provided that the responsibility under this Section 2.29 shall be deemed transferred to any subsequent owner of a portion of the Development as to that portion. No burning of discarded construction material shall be allowed on site.
- **2.30 Site Grading and Building Setbacks.** Developer or Developer's representative shall certify that the as-built site grading and building setbacks conform to the approved Final Site Plan and engineering drawings. This certification shall be prepared by and bear the seal of a professional land surveyor licensed in the State of Michigan.

The Township shall have the right, but not the obligation, to enter the Property to spot-check certification grades at its own discretion and at its own expense. Final certificates of zoning compliance shall be subject to receipt and approval of the site grading/setback certification. The Township shall have the right, at its own discretion, to waive some or all of the site grading and building setback certification requirements.

2.31 Monuments/Corner Markers. As part of the Performance Guaranty Guarantee, Developer shall

post with the Township security for the placement of monuments and corner markers for the Development. 6/910/20 (with Supervisor Dexter Attorney Comments)

These funds may be drawn on by the Township for purposes of placement of monuments and corner markers in the event that the Developer does not provide reasonable evidence to the Township Engineer that the monuments and corner markers are installed and correct. The security shall be released to the Developer when the Township is furnished with a written certification from a surveyor, licensed in the State of Michigan and reasonably acceptable to the Township, that the surveyor has caused all monuments and corner markers, as shown on the Final Site Plan to be correctly located in the ground. The amount of the Performance Guaranty Guarantee attributed to monuments and corner markers is set forth in Section 2.6 above.

- 2.32 Warranty. Developer hereby warrants that construction of the public sanitary sewer, the storm water system and the private roads will be free of defects in materials and workmanship for a period of 2 years after the date of final inspection of the work by the Township. This warranty is secured by the Restoration Deposit described in Section 2.7 above. In addition, upon completion and acceptance of all Site Improvements, _______ Dollars (\$_______) of the Performance Guarantee shall be retained by the Township during the warranty period, to secure Developer's performance of its warranty obligations, and shall be promptly refunded to Developer at the end of the warranty period.
- 2.33 Replacement Fund. The Developer shall cause the Condominium Association to establish and maintain a separate reserve fund designated as the Replacement Reserve Fund (the "Replacement Reserve Fund") as required by the Michigan Condominium Act. Money credited thereto is to be used solely for the purpose of maintenance and making repairs and replacements to the storm water drainage systems of the Project and other general common elements of the Condominium as required by the Condominium Act. Establishment of this fund shall be a condition set forth in the Master Deed. The obligations to continue and maintain the Replacement Reserve Fund shall be borne by the owners of the Units, at such time and in such amounts as are prescribed by the Master Deed, Bylaws, and Condominium Act being 10% of the annual budget for the Association.

In addition, after a Unit is sold and occupied by an individual Unit owner, the Association shall collect on an annual basis from the owner of each such occupied Unit, starting the year after a Certificate of Occupancy for the Unit has been issued, a separate Association Road Assessment in the amount of \$500 per year for purposes of funding a reserve for maintenance, repair and replacement of the private roads in the Development ("Road Reserve"). The Road Reserve shall be held in a separate Association bank account and the Association shall provide the Township on an annual basis copies of the Association's bank statement showing the amount held in the Road Reserve account. The funds in the Road Reserve account shall be used for purposes of maintenance, repair and replacement of the private roads in accordance with applicable Township standards.

If the Township elects to proceed with establishment of a Township special assessment district for purposes of maintenance, repair or replacement of the private roads within the Development in accordance with Section 2.36 below and applicable law, the Association may contribute the Road Reserve to the Township special assessment district, and in such case the estimated cost of the Township special assessment shall be reduced by the amount of the Road Reserve so contributed. The annual Association Road Reserve Assessment shall cease in the event that the Township establishes a special assessment district for purposes of maintenance, repair and replacement of the private roads in the Development.

The amount of contribution to the Replacement Reserve Fund shall continue annually as prescribed by the Master Deed and Condominium Act. These funds shall be deposited in accordance with the Master Deed and Bylaws, and each Unit owner shall be assessed a proportionate share of such cost. As provided in the Master Deed, the obligation to pay such assessments to the Replacement Reserve Fund and Road Reserve shall be a continuing obligation and shall be a lien upon the real property and assessed to the individual Unit owners.

2.34 Township Proceedings for Failure to Maintain, Repair, or Preserve Development Elements.

The roads within the Condominium shall be maintained in good condition and repair and fit for travel in a manner consistent with the standards and requirements of the Township Private Road Ordinance. Good condition and repair and fit for travel shall mean assuring the continued structural integrity of the traveled portion of the roadway, repairing pot holes and cracks, assuring adequate drainage for the roads once constructed, replacing failed curb, gutter, culvert, silt fences and structures, or other appurtenant fixture, undertaking the regular removal of snow, debris, and other obstacles, and undertaking any and all such other activities as are required to ensure that the condition and repair of the streets, roads and drainage systems is comparable to the condition and repair of typical, well-maintained private roads within the Township of Dexter. A regular and systematic program of maintenance for the common areas, systems and roads shall be established so that the physical condition and intended function of such areas and facilities shall be preserved and/or maintained.

Approval of the Final Site Plan for the Development or the issuance of permits by the Township of Dexter does not indicate approval of the condition of the project's roads. Notwithstanding the foregoing, the private road permit has been approved by the Township as set forth in Recital F above.

In the event Developer (prior to the transition control date), the Association or successor owners of the Property, including Unit owners, shall at any time fail to carry out one or more responsibilities or obligations relative to maintenance, repair and/or preservation set forth above, the Township shall have the right to serve written notice upon Developer, the Association or successor owners, setting forth the deficiencies in maintenance, repair and/or preservation. The notice may also set forth a demand that such deficiencies be cured

within a stated reasonable period of time, and further state a date, time and place of hearing before the Township Board or other board, body or official delegated by the Township Board, for the purpose of allowing Developer (prior to the transition control date), the Association, Unit owners or successor owners to be heard as to why the Township should not proceed with the maintenance, repairs and/or preservation which had not been undertaken. At the hearing, the Township may take action to extend the time for curing the deficiencies, and the date of the hearing may itself be extended and/or continued to a date certain. If, following the hearing, the Township shall determine that the maintenance, repairs and/or preservation have not been completed within the time specified in the notice, as such time may have been extended by the Township, the Township shall thereupon have the power and authority, but not the obligation, to enter upon the Property, or cause it agents and/or contractors to enter upon the Property, and perform such maintenance, repairs and/or preservation as found by the Township to be appropriate. The cost and expense of making and financing such maintenance, repairs and/or preservation, including the cost of all notices and hearing, including reasonable attorney's fees, plus an administrative fee in the amount of 15% of the cost of such maintenance or preservation, shall be paid by the Developer or successor owners of Units in the Development, as applicable and such amounts shall constitute a lien on all taxable portions of the Property. The Township may require the payment of such monies prior to the

If such costs and expenses have not been paid within thirty (30) days of a billing to Developer, the Association, Unit owners or successor owners, all unpaid amounts may be placed on the delinquent tax roll of the Township as regards the taxable portions of the Property (allocated among the several units or lots), and shall accrue interest and penalties, and be collected in the manner made and provided for the collection of delinquent real property taxes in the Township. In the discretion of the Township, such costs and expenses may also be collected by suit initiated against Developer (prior to the transition control date), the Association, Unit owners or successor owners, and in such event, Developer (prior to the transition control date), the Association, Unit owners or successor owners, as the case may be, shall pay all Court costs and reasonable attorney's fees incurred by the Township in connection with such suit if the Township obtains relief in such action.

Any failure or delay by the Township to enforce any provision of this Section shall in no event be deemed or construed, or otherwise relied upon, as a waiver or estoppel of the right to eventually pursue and insist upon strict enforcement.

In all instances in which the Township is authorized to pursue maintenance, repairs and/or preservation, as provided above, the Township, and its agents and contractors, shall be permitted, and are hereby granted authority, to enter upon all portions of the Property reasonably necessary or appropriate for the purpose of

commencement of any work.

inspecting and/or completing the respective work. 6/910/20 (with Supervisor Dexter Attorney Comments)

2.35 Notice to Buyers. Developer shall provide each purchaser of a site condominium Unit with a Disclosure Statement (as required under the Michigan Condominium Act, being MCL 559.101 et.seq.) containing a specific disclosure that: (i) the Condominium Association will be responsible for the maintenance, repair and replacement of the private roads, and (ii) that the private roads will not be maintained by the Washtenaw County or Livingston County Road Commission or the Township. A copy of this disclosure shall be presented to the Township Clerk prior to the sale of the first Unit.

The Developer will supply each purchaser with a copy of this Agreement and the Master Deed, Bylaws, and Condominium Subdivision Plan.

- 2.36 Special Assessment Authority. The Developer shall give notice to the buyers of each Unit in the Project pursuant to the Master Deed that the Developer, the Unit Owners, and the Association have, by recording the Master Deed and taking title to a Unit, irrevocably agreed that the Dexter Township Board may establish a Special Assessment District and authorize improvements within the Special Assessment District for the private roads, utility systems, and drainage system as outlined in this Development Agreement to the extent such roads or systems require maintenance, repair or replacement not undertaken by the Developer, Unit Owners or the Association, and that the Dexter Township Board is authorized to proceed under Public Act 246 of 1945, as amended, Act 139 of 1972, as amended, Act 116 of 1923, as amended, and Act 188 of 1954 to establish Special Assessment Districts and levy special assessments upon the real property and improvements of the Project to fulfill the obligations, and maintain, repair and replace the private roadways and utility systems, and drainage of the Project to the extent not properly maintained, repaired and replaced by Developer, the Association and Unit Owners.
- 2.37 Permits and Authorizations. The Township shall grant to Developer and its contractors and subcontractors all Township permits and authorizations necessary to bring all utilities including electric, telephone, gas, cable television, storm and sanitary sewer to the Property and to otherwise develop and improve the Property in accordance with the Site Plan, provided the Developer has first made all requisite applications for permits, complied with the requirements for said permits, and paid all required fees. The Township will cooperate with Developer in connection with Developer's applications for any necessary county, state, federal or utility company approvals, permits or authorizations to the extent that such applications and discussions are consistent with the Site Plan, Resolution, the Zoning Ordinance, and this Agreement.
- **2.38 Township Undertakings.** The Township shall take such action as shall be necessary and appropriate to constitute Big Silver Condominiums as an approved Open Space Community ("OSC") pursuant to Article 17 of the Township Ordinances and an approved Final Site Plan for 5 single family detached

dwellings (subject to amendment pursuant to a Final Site Plan amendment submitted by Developer and 6/210/20 (with Supervisor Dexter Attorney Comments) approved by the Township), including, without limitation, the filing and recording by the Township at Developer's expense, with the Washtenaw County Register of Deeds, of this Agreement setting forth the legal description of the Property, specifying the date of final approval and declaring that the future development of the Property shall be in accordance with the approved OSC, the Final Site Plan and this Agreement. The Final Site Plan shall remain subject to the terms of the Township Zoning Ordinance and other Township Ordinances existing as of the date of this Agreement, as modified by this Agreement, and, accordingly, subsequent enactments to or amendments of the Township Zoning Ordinance and other Township Ordinances related to the Final Site Plan, the OSC, and this Agreement shall not, without the consent of the Developer (or Association after the transition control date), apply to all portions of the Project for which the Final Site Plan has not expired.

2.39 Turn Over Date. Developer shall notify the Township 30 days prior to turn over of control of the Association to non-developer Unit owners.

ARTICLE III

DURATION & ENFORCEMENT PROVISIONS

3.1 Duration of the Agreement. The Developer's vested rights in this Agreement extend from the date of this Agreement until ______, 20__, but shall be extended for one annual term thereafter if one final certificate of zoning compliance for one Unit within the Development is issued during the original term, and then annually thereafter so long as one certificate of zoning compliance for one Unit within the Development is issued during the preceding annual term. If certificates of zoning compliance are not issued, as above required, the site plan approvals shall be deemed expired and no further construction shall take place until a new site plan is approved.

3.2 Enforcement Procedures:

- A. <u>Breach/Cure Provisions</u>. Each party shall have the rights to enforce this Agreement as allowed by law and as set forth in Township Ordinances. In the event there is a failure of a party to perform any material obligation or undertaking required under or in accordance with this Agreement and the attachments thereto, after reasonable notice and opportunity to cure, the non-defaulting party shall have the power and authority, but not the obligation, to pursue remedies for such default as permitted in law or equity. In addition, in the event of a material default by Developer, after reasonable notice and opportunity to cure, the Township shall have the right, but not the obligation, to pursue the following actions as may be authorized under the Township ordinances and /or state laws:
 - B. <u>Administration</u>. The Township Director of Planning and Zoning, and assistants, or the Township

Planning Commission shall administer and enforce this Agreement and Final Site Plan approval, except as hereinafter provided, or except as provided by Ordinance. In connection with Developer's construction work at the Project, the Township Director of Planning and Zoning, and the director's assistants shall have the right to issue a cease and desist order on the site upon finding a material violation of the Agreement or Final Site Plan approval or of any applicable Ordinance. The Order shall contain the statement of the specific violation and the appropriate means of correcting the same and the time within which such correction shall be made. The failure, neglect or refusal to comply with a cease and desist order shall constitute a violation of this Agreement or Final Site Plan approval and grounds for revocation of suspension of the Agreement or Final Site Plan approval by the Township Planning Commission as to unbuilt areas of the Development after reasonable notice and opportunity to cure to the Developer and in accordance with all applicable laws and ordinances.

C. Revocation/ Suspension. Subject to Developer's right to reasonable notice and opportunity to cure or object to a claimed violation, the Township Planning Commission shall have the authority to suspend or revoke this Agreement as to unbuilt areas of the Development in the event of an uncured material breach thereof after notice and reasonable opportunity to cure, and upon holding a Public Hearing thereon after written charges and reasonable notice. In the case of suspension or revocation of the Agreement, as determined based on a continuing uncured material breach, the Township Planning Commission shall order that specific activities, as to unbuilt areas of the Development shall cease and that all machinery and equipment shall be removed as to unbuilt areas of the Development, and/or that rehabilitation of the site shall be completed, and specify a reasonable period of time for compliance of such order. The Township Planning Commission shall have the authority to suspend this Agreement or Site Plan as to unbuilt areas of the Development for the failure, neglect or refusal to comply with the cease desist order, as aforesaid, upon the written charges and reasonable notice, hearing and opportunity to cure. In the case of suspension of the Agreement or Final Site Plan approval as to unbuilt areas of the Development, the Township Planning Commission shall order that all and every activity authorized hereunder shall be suspended as to unbuilt areas of the Development, or that only one or more such activities shall be suspended while other activities are not suspended. The suspended activity(-ies) shall cease during the period of such suspension and the failure, neglect or refusal to comply with such order of suspension shall constitute a violation of this Agreement or Final Site Plan approval and shall be grounds for the revocation of the Agreement or Site Plan approval as to unbuilt areas of the Development. The period of such suspension shall terminate upon the Township Director of Planning and Zoning giving written notice to the Developer and the Township Planning Commission that the conditions constituting the violation complained of, have been corrected and are in conformance with this Development Agreement or Site Plan approval, or the period of such suspension shall be as otherwise determined by the Township Planning Commission. Notwithstanding other

- provisions hereof, the Township Planning Commission is authorized to order the temporary and immediate 6/910/20 (with Supervisor Dexter Attorney Comments) suspension of this Agreement or Final Site Plan as to specific unbuilt areas of the Development without prior notice or Public Hearing in the event of a severe and imminent serious threat to the public health, safety and welfare or of neighboring persons or property when the Township Planning Commission reasonably decides and determines that delay would be detrimental to efforts to lessen or respond to the threat.
- D. <u>Interpretation</u>. Subject to Developer's rights to reasonable notice and opportunity to cure or object to any claimed violation, the Township Director of Planning and Zoning, and the Township Planning Commission shall have the right, power and authority to reasonably interpret all provisions of this Agreement or Final Site Plan approval to identify and process violations of the Agreement or Site Plan approval, to make periodic inspections of the site during reasonable business hours and upon reasonable notice of the Developer, and to enter the site during reasonable business hours and upon reasonable notice to Developer and make such inspections or investigation, including nondestructive testing, borings, and other inspections as shall be reasonably necessary to determine the conditions of the Agreement or Site Plan approval and Ordinance are being satisfied.
- 3.3 Preconstruction Meeting. Prior to the commencement of any clearing or grading within the Development or issuance of any zoning permit for the Development, the Developer, or its representatives shall hold a preconstruction meeting with Developer's general contractor, construction manager, and applicable Township departments, personnel, officials, and consultants to review the applicable policies, procedures, and requirements of the Township with respect to construction of the Development.

ARTICLE IV

MISCELLANEOUS PROVISIONS

- **4.1 Modifications.** Except for modifications of the Final Site Plan pursuant to an amendment requested by Developer and approved by Township, this Agreement may not be modified, replaced, amended, or terminated without the prior written consent of the parties to this Agreement or their successors in title, except as explicitly stated in this Agreement.
 - A. *Township*. Written consent by the Township to modify, replace, amend, or terminate this Agreement shall be in the form of a resolution adopted by the Township Board.
 - B. Developer. Written consent by the Developer to modify, replace, amend, or terminate this Agreement shall be in the form of a signed letter. The Developer shall have the right to modify, replace, amend, or terminate this Agreement so long as the Developer owns and offers for sale any residential Unit in the Development.
 - C. Association. Written consent by the Association to modify, replace, amend or terminate this

- | 6/910/20 (with Supervisor Dexter Attorney Comments)

 Agreement shall be in the form of a resolution of the Association's Board, but only after Developer no longer owns any Unit and has assigned this right to the Association.
 - **4.2 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.
 - **4.3 Severability.** If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.
 - **4.4 Interpretation.** No provision of this Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted this Agreement or its provisions.
 - **4.5 Township Approval.** This Agreement has been approved through action of the Township Board at a duly-scheduled meeting on , 2020.
 - **4.6 Developer Approval.** The signer on behalf of Developer below represents by his signatures that he has authority to bind all owners of legal and equitable title in the Property.
 - **4.7 Execution in Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one Agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart.
 - **4.8 Continued Review.** Developer shall review compliance with this Agreement with the Director of Planning and Zoning and/or designated Township consultants on a yearly basis or at such time as deemed reasonably necessary by the Township until all construction work is complete for the Project and the Project has been accepted by the Association with no Developer-appointed Board Members.
 - **4.9 Fees and Invoices.** The Developer shall pay fees for review time by the Township Engineer, Planner, and/or Attorney for review and inspection of the Development. The rates shall be \$62.50 per hour for planning review, \$100 to \$175 per hour for engineering review, and \$265 per hour for legal review for any reviews necessary to determine conformance of the Development to this Agreement. These fees may be taken from the Performance Guarantee, with a statement provided to the Developer.
 - **4.10 Recordation of Agreement.** The Township shall record this Agreement with the Washtenaw County Register of Deeds and shall provide a true copy to the Developer. All costs associated with the recording of this Agreement shall be borne by the Developer. This cost may be taken from the Performance Guarantee, with a statement provided to the Developer.
 - **4.11 Assignment.** Developer shall have the right to assign this Agreement to any other third party, without the consent of the Township, provided, however, that in the event of such assignment, Developer shall provide written notice of the assignment to the Township within five (5) business days of the Assignment. Except as provided in Section 1.9 above, such assignment shall not release Developer from its obligations

hereunder. Developer shall not assign this Agreement to any other third party without prior notice to all 6/910/20 (with Supervisor Dexter Attorney Comments) property owners within the Development.

IN WITNESS WHEREOF, the parties have executed this Agreement and have caused their hands and seals to be affixed hereto on the dates noted below.

		NERS: SILVER, LLC	, a Michigan limited liab	vility company
	By:	Thomas R. Fit		
STATE OF MICHIGAN) ss. COUNTY OF WASHTENAW) The foregoing instrument was acknowle				
Thomas R. Fitzsimmons, the Authorized Memb	Actin My o		, Notary Public County, Michigan County, Michigan pires:	bility company

6/910/20 (with Supervisor Dexter Attorney Comments) NSHIP:	
Dexter Township	
A Michigan general law township	
By:	
Harley B. Rider	
Its: Supervisor	
STATE OF MICHIGAN)	
COUNTY OF WASHTENAW) ss.	
The foregoing instrument was acknowledged before me this day of 2020	, by
Harley B. Rider, Dexter Township Supervisor, on behalf of the Township.	
, Notary Public	
Washtenaw County, Michigan	
Acting in Washtenaw County, Michigan My commission expires:	
Drafted by and when recorded return to: David Rohr	
Dexter Township Director of Planning and Zoning	
6880 Dexter-Pinckney Road Dexter, MI 48130	
Dexiel, WI 40130	
Telephone: 734 426.3767 Fax: 734 426.3833	

6/910/20 (with Supervisor Dexter Attorney Comments)

24

6/910/20 (with Supervisor Dexter Attorney Comments)

EXHIBIT A TO DEVELOPMENT AGREEMENT

Legal Description of Property

The East ½ of the Northeast fractional 1/4 of Section 4 in Town 1 South, Range 4 East, Dexter Township, Washtenaw County, Michigan

Restoration Deposit Estimate

Silver Lake Fire Lake Trail Dexter Township May 20, 2020 Estimate of Site Maintenance Costs

Estimate of Site in additionable Costs	
Soil Erosion Control	\$500
Drainage Maintenance	\$250
Grading	\$250
Vegetation Establishment	\$500
Vegetation Maintenance	\$500

\$2000.00 Total

6/910/20 (with Supervisor Dexter Attorney Comments)

EXHIBIT C

Legal Description of Adjacent Property

Property situated in the Township of Putnam, County of Putnam, and State of Michigan, described as follows
[INSERT LEGAL DESCRIPTION]
Parcel Identification No(s)
Commonly Known As:

Document comparison by Workshare 9 on Wednesday, June 10, 2020 8:44:08 AM

Input:		
Document 1 ID	interwovenSite://DETIMANDMS/Detroit/16366430/8	
Description	#16366430v8 <detroit> - Huron - Big Silver - Dexter Twp Development Agreement</detroit>	
Document 2 ID	C:\NRPortbl\Detroit\AED\16366430_9.docx	
Description	C:\NRPortbl\Detroit\AED\16366430_9.docx	
Rendering set	Standard	

Legend:			
<u>Insertion</u>			
Deletion			
Moved from-			
Moved to			
Style change			
Format change			
Moved deletion-			
Inserted cell			
Deleted cell			
Moved cell			
Split/Merged cell			
Padding cell			

Statistics:			
	Count		
Insertions	21		
Deletions	19		
Moved from	0		
Moved to	0		
Style change	0		
Format changed	0		
Total changes	40		

DECLARATION OF

PRIVATE ROAD EASEMENT

AND MAINTENANCE AGREEMENT

(Big Silver)

This Declarat	ion of Private Road Easement and Maintenance Agreement ("Declaration")
is made	, 2020 by and between Big Silver, LLC, a Michigan limited liability
company, whose add	dress is 229 Depot Street, Ann Arbor, Michigan 48104 ("Developer") and
Big Silver Condomi	nium Association, a Michigan non-profit corporation, whose address is 229
Depot Street, Ann A	bor, Michigan 48104 ("Association").

RECITALS

- A. The Property subject to this Declaration is located in the Township of Dexter, Washtenaw County, Michigan ("Dexter Township"), and the Township of Putnam, Washtenaw County Michigan ("Putnam Township"), and is depicted and described on the survey and legal description attached Exhibit A ("Property").
- B. Developer has obtained approval from Putnam Township for a land division dividing the portion of the Property located in Putnam Township into 3 parcels. The parcels are known as Parcel A, Parcel B and Parcel C (each a "Parcel" and together the "Parcels").
- C. A portion of Parcel C contains a portion of a roadway easement described and depicted on Exhibit B. The portion of the roadway easement located wholly in Putnam Township as depicted on Exhibit B shall be referred to as the "Putnam Roadway."
- D. Developer has obtained approval from Dexter Township for establishment of a 5 unit site condominium, including general common elements ("Condominium"), on the portion of the Property located in Dexter Township as described on attached <u>Exhibit C</u>. The units in the Condominium are each referred to as a "Unit" and together the "Units."
- E. A portion of the Condominium also contains a portion of the roadway easement described and depicted on <u>Exhibit B</u>. The portion of the roadway easement located wholly in Dexter Township as depicted on <u>Exhibit B</u> shall be referred to as the "Dexter Roadway").
- F. Developer has established the Association to administer the affairs of the Condominium and to provide insurance, maintenance, repair and replacement of the Putnam

Roadway and Dexter Roadway (together referred to as the "Roadway") in accordance with this Declaration and the standards for private road maintenance of Dexter Township and Putnam Township.

- G. In order to provide vehicular access to Parcel C and the Units, the Developer, as the owner of the Property, wishes to establish for the benefit of Parcel C, the Units, the Condominium, Developer and the Association, and the future owners and occupants of Parcel C, and the Units an easement for ingress and egress as described in this Declaration.
- H. In addition, Developer wishes to establish certain easements for utilities and drainage as described in this Declaration.
- I. Parcels A and B have direct access to Tiplady Road and will not have use of the Roadway.

DECLARATION

Developer reserves, declares and establishes these easements as follows. The Association joins in this Declaration for purposes of maintenance of the easements.

- 1. <u>Easement for Access, Ingress and Egress.</u> Developer hereby grants, declares and establishes a permanent easement for vehicular access, ingress and egress over, across and within the Putnam Roadway and Dexter Roadway described and depicted on <u>Exhibit B</u> (collectively the "<u>Roadway Easement Parcel</u>") for the use and benefit of Parcel C and the Units, and emergency service providers and applicable governmental authorities, and the respective owners, occupants, tenants, guests, invitees, agents, contractors, transferees, successors and assigns of Parcel C, the Units, the Association and Developer, and for the use, operation, construction, repair, maintenance and replacement of the Roadway and related improvements ("Roadway Improvements") now or hereafter located within the Roadway Easement Parcel ("Roadway Easement"). The Roadway Improvements include the approach area from Tiplady Road to the northern edge of the Roadway Easement Parcel. The owner or owners of Parcel C and the Units are sometimes referred to individually as "Owner" or collectively as "Owners."
 - 2. Access Easement Construction, Use, Maintenance, Repair and Reconstruction.
 - 2.1 Except as otherwise provided in Section 2.7 and 2.8 below, the Association shall be responsible for obtaining liability insurance, and for maintenance, repair and replacement of the Roadway Easement and the Roadway Improvements now or hereafter located within the Roadway Easement Parcel, including but not limited to snow and ice removal from the Roadway Improvements. Costs associated with such insurance, maintenance, repair and replacement of the Roadway Easement and Roadway Improvements ("Costs") shall be allocated by the Association to the Units and Parcel C as follows: 18% of the Costs shall be allocated to and paid by the Owner of each Unit, and 10% of the Costs shall be allocated to and paid by the Owner of Parcel C.
 - 2.2 Parcel C is subject to the terms and conditions of the Master Deed for the Condominium and any instruments conveying an interest in Parcel C, which such

restrictions will prohibit development of Parcel C, without the approval of Dexter Township and Putnam Township, except for improvements shown on an approved site plan, including the Roadway, Roadway Improvements, Utility Easements, and a recreation hall located on Parcel C. Use of Parcel C will be limited to the Owners of the Units and their tenants, guests and invitees. Pursuant to the Master Deed, the Owners of the Units share equally all costs associated with Parcel C. Therefore the Parcel C share of the Costs described in Section 2.1 above have been allocated among the 5 Unit Owners.

- 2.3 All maintenance, repair, and replacement (including snow and ice removal) of the Roadway Improvements and Roadway Easement shall be performed in a reasonably prompt manner (given weather conditions and availability of labor and materials) consistent with a high quality development of this type, and the standards of applicable governmental authorities.
- 2.4 The Association shall provide the Owners with a certificate evidencing liability insurance on the Roadway Easement and Roadway Improvements required by this Declaration, and invoices showing the Costs incurred pursuant to this Declaration, upon request. The Association shall assess, bill and collect the proportionate share of the Costs to the Owners of the Units in accordance with the terms of this Declaration and the Master Deed and Bylaws for the Condominium recorded by Developer pertaining to the portion of the Property located in Dexter Township.
- 2.5 The Owners, occupants, tenants, guests, invitees, agents and contractors of the Parcels and Units shall exercise reasonable care in their use of the Roadway Easement and Roadway Improvements so as to not damage the Roadway Easement Parcel or the Roadway Improvements, or otherwise interfere with the rights of the other Owners, occupants, tenants, guests, invitees, agents and contractors in their use of the Roadway Easement. Each Owner shall be responsible to repair any damage to the Roadway Easement or Roadway Improvements caused by such Owner or such Owner's occupants, tenants, guests, invitees, agents, contractors or employees. There shall be no obstruction on the Roadway Easement Parcel. Notwithstanding the foregoing, the Owners of the Units and their respective occupants, tenants, guests, invitees, agents and contractors of the Units shall be permitted to park on a designated side of the Roadway. Any work pertaining to the Roadway Easement Parcel and Roadway Improvements shall be in accordance with applicable governmental regulations and shall require the approval of Developer so long as Developer owns any interest in the Property, and the Association thereafter.
- 2.6 The Association shall have the right, at its expense, to place a gate ("Gate") limiting access to the Private Road to only the owners, occupants and guests of Units 1 through 5 and the Association, and applicable governmental authorities and emergency service vehicles. The Gate, if and when constructed shall be installed by the Association in accordance with the requirements of applicable governmental authorities and emergency service providers.

- 2.7 Each Owner, by taking title to a Unit or Parcel, agrees to defend, indemnify and hold harmless Developer, the Association, and the Owner of Parcel C (each an "Indemnified Party") from and against any and all loss, liability, cost or expense incurred by the Indemnified Party as a result of the acts or omissions of such Owner or such Owner's occupants, tenants, guest, invitees, contractors, agents or employees related to this Declaration.
- 2.8 Notwithstanding the foregoing, Developer shall be responsible for (a) initial construction and installation of Roadway Improvements within the Roadway Easement to serve the Property, and for insurance related to such construction and installation, and (b) repair of any damage to the Roadway Easement or Roadway Improvements caused by construction vehicles and equipment in connection with Developer's construction of residences and other improvements on the Property, and for insurance related to such construction activities.
- 2.9 If any Owner fails to pay any reasonable bill for insurance, maintenance, repair or replacement of the Roadway Easement or Roadway Improvements, within thirty (30) days after receipt, such amount shall automatically constitute a continuing lien upon the interest of the delinquent Owner in a Parcel or Unit, which lien shall be superior to all claims except the lien of a first mortgagee, as well as an enforceable personal obligation of the delinquent Owner, and subject to an action to collect the debt. A claim of lien may be recorded against the delinquent Owner's interest in a Parcel or Unit which may be enforced by a judicial action to foreclose the lien, subject only to the rights of first mortgagees, in the manner permitted by law or equity with respect to mortgage liens. Proceeds received at such sale shall be distributed first to pay the lien being foreclosed, plus all costs, expenses, and reasonable attorney's fees, and any surplus shall be distributed in accordance with the priorities established by applicable law.

3. Easements for Utilities and Drainage.

- 3.1 The Roadway Easement shall also serve as an easement for (a) installation, use, repair, maintenance and replacement of facilities and improvements for public and private utility services to the Units and Parcels ("Utility Services") and (b) necessary drainage for the Roadway and surrounding Property ("Drainage"). Together the Utility Services and the Drainage are referred to as the "Utility Easements."
- 3.2 Except to the extent undertaken by a utility provider, Developer shall be responsible for the initial installation of the Utility Services and Drainage within the Utility Easements in accordance with the requirements of applicable governmental authorities and applicable utility providers.
- 3.3 To the extent an applicable utility provider does not undertake maintenance, repair or replacement of the utilities within the Utility Easements, the Association shall do so and shall assess, bill and collect the costs associated with such work in the same manner as described in Section 2 above.

- 4. <u>Interest in Real Estate</u>. The Roadway Easement and Utility Easements established, granted, reserved and declared by this Declaration is an interest in real estate, shall run with the land described on <u>Exhibit A</u>, shall benefit and burden the Owners, Parcel C and Units, and shall be binding on the transferees, successors and assigns of Developer and the Owners. Each Owner, by taking title to a Parcel or Unit, agrees to be bound by the terms and conditions of this Declaration. The rights granted under this Declaration shall not be further assignable by an Owner except as an appurtenance to and in conjunction with a transfer and conveyance of such Owner's interest in a Parcel or Unit. Each Owner who is current on such Owner's obligations under this Declaration shall be relieved of liability under this Declaration upon transfer and conveyance of such Owner's interest in a Parcel or Unit, and the transferee shall thereupon assume and be responsible for all obligations as Owner of an interest in a Parcel or Unit arising after the date of such transfer. This Declaration may be amended only by a writing signed by the Developer so long as Developer owns any interest in the Property, and the Association thereafter.
- Township Enforcement Rights. If the Association fails to maintain, repair and replace the Roadway Improvements, Utility Services, and Drainage within the Roadway in accordance with the standards of applicable governmental authorities, including Dexter Township and Putnam Township, after reasonable prior written notice to the Association, Owners and Developer and opportunity to cure, then such applicable governmental authorities, including Dexter Township and Putnam Township, shall have the right, but not the obligation, to establish a Special Assessment District within their respective jurisdiction, and authorize improvements within the Special Assessment District for the private roads, utility systems, and drainage system as outlined in this Declaration, to the extent such roads or systems require maintenance, repair or replacement not undertaken by the Association, the Owners or Developer after prior written notice to the Association, Owners and Developer, and opportunity to cure. The Dexter Township Board or the Putnam Township Board, as applicable, is authorized to proceed under Public Act 246 of 1945, as amended, Act 139 of 1972, as amended, Act 116 of 1923, as amended, and Act 188 of 1954 to establish Special Assessment Districts and levy special assessments upon the real property and improvements of the Project to fulfill the obligations, and maintain, repair and replace the private roadways and utility systems, and drainage of the Dexter Township portion of the Property, or the Putnam Township portion of the Property, as applicable, to the extent not properly maintained, repaired and replaced by Developer, the Association or Owners. The Developer shall give notice to the buyers of each Unit pursuant to the Master Deed that the Developer, the Unit Owners, and the Association have, by recording the Master Deed and taking title to a Unit, irrevocably agreed that the Dexter Township Board or the Putnam Township Board, as applicable, may establish the foregoing Special Assessment District.

The consideration for this Declaration is less than One Hundred Dollars (\$100.00). This Declaration is exempt from transfer tax pursuant to MCL 207.505(a) and MCL 207.526(a).

(signature pages follow)

Dated:, 2020	
	DEVELOPER:
	Big Silver, LLC, a Michigan limited liability company
	By: Thomas R. Fitzsimmons Its: Authorized Member
STATE OF MICHIGAN) s WASHTENAW COUNTY) Acknowledged before me on this Fitzsimmons, the Authorized Member company.	of, 2020, by Thomas R. of Big Silver, LLC, on behalf of the limited liability
	Notary Public Washtenaw County, Michigan Acting in Washtenaw County My commission expires:

(signatures continue on following page)

	ASS	OCIATION:
	_	Silver Condominium Association, a Michigan profit corporation
	By: Its:	Thomas R. Fitzsimmons President
STATE OF MICHIGAN) ss WASHTENAW COUNTY) Acknowledged before me on this		of, 2020 by Thomas R.
Fitzsimmons, the President of Big Silver	Condom	Notary Public Washtenaw County, Michigan Acting in Washtenaw County My commission expires:

PREPARED BY AND WHEN RECORDED RETURN TO: Alexandra E. Dieck BODMAN PLC 201 S. Division, Suite 400 Ann Arbor, Michigan 48104

EXHIBIT A TO DECLARATION OF ROADWAY EASEMENT AND MAINTENANCE AGREEMENT

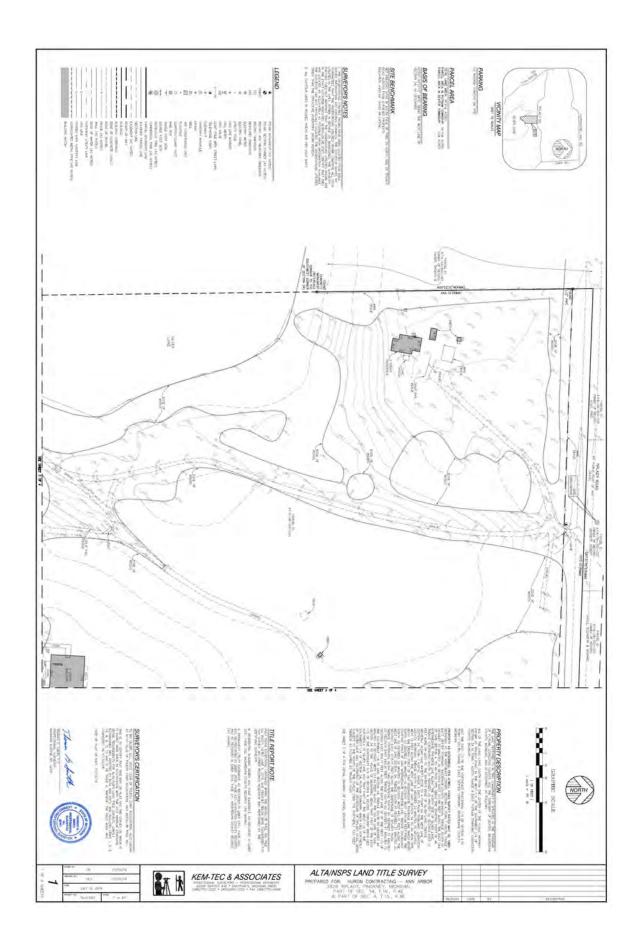
(Survey and Legal Description of Property)

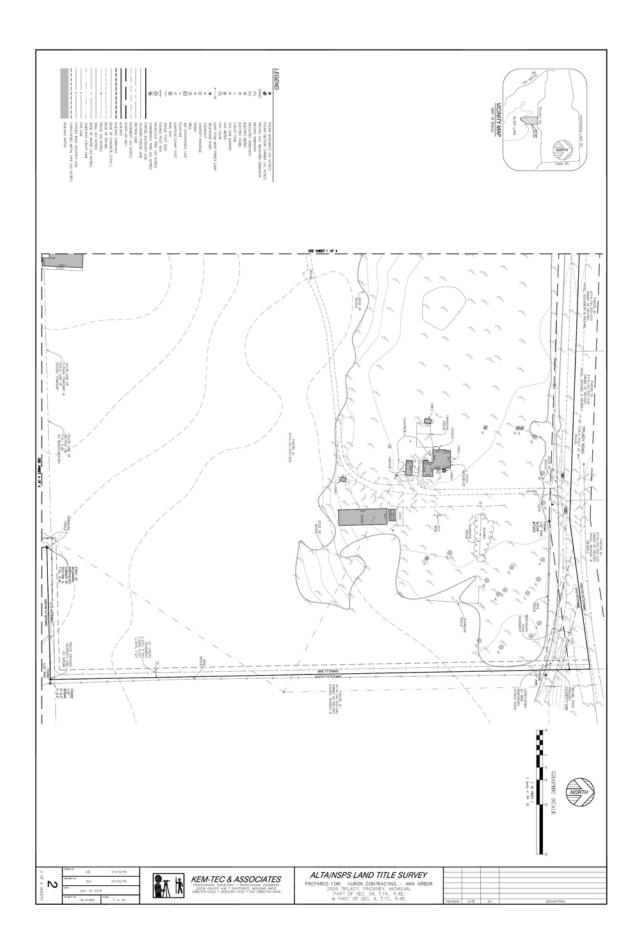
(Full size survey on file with the Township)

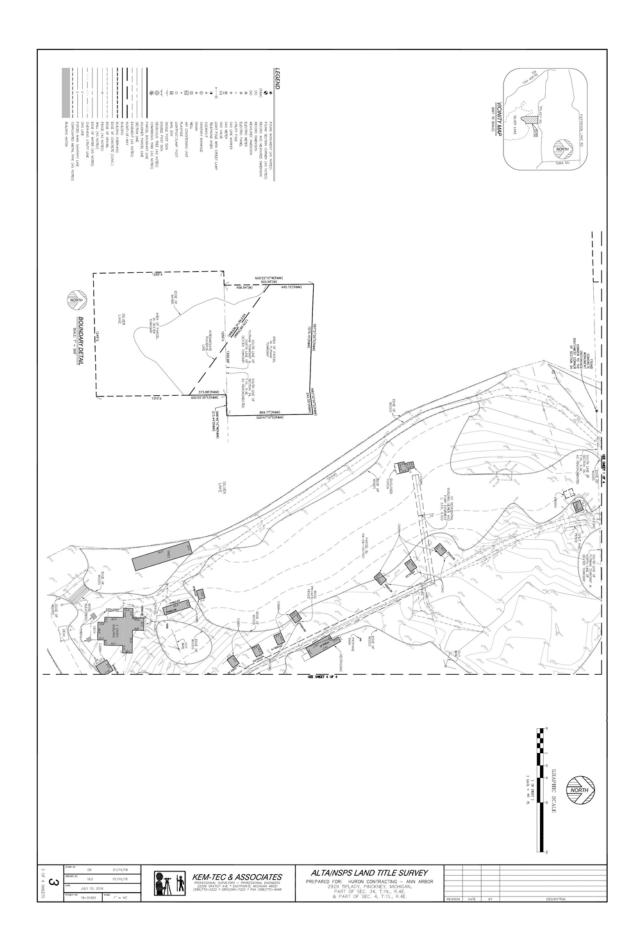
The land situated in the Township of Putnam, Livingston County, and the Township of Dexter, Washtenaw County, Michigan described as follows:

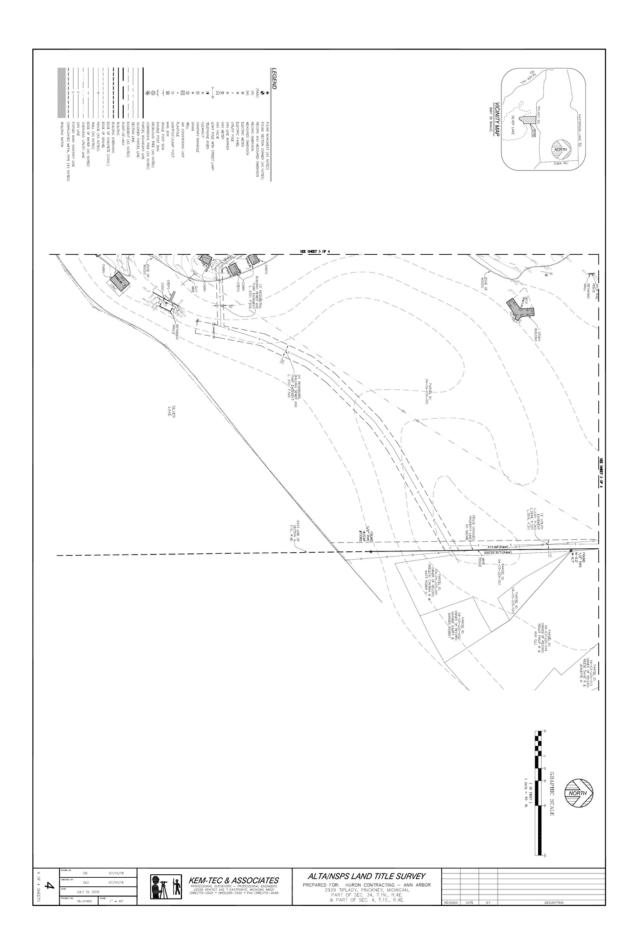
All of the land lying South from the center of the public highway known as Tiplady Road, in the West ½ of the Southwest ¼ of Section 34 in Town 1 North, Range 4 East, Putnam Township, Livingston County, Michigan.

And the East ½ of the Northeast fractional ¼ of Section 4 in Town 1 South, Range 4 East, Dexter Township, Washtenaw County, Michigan.





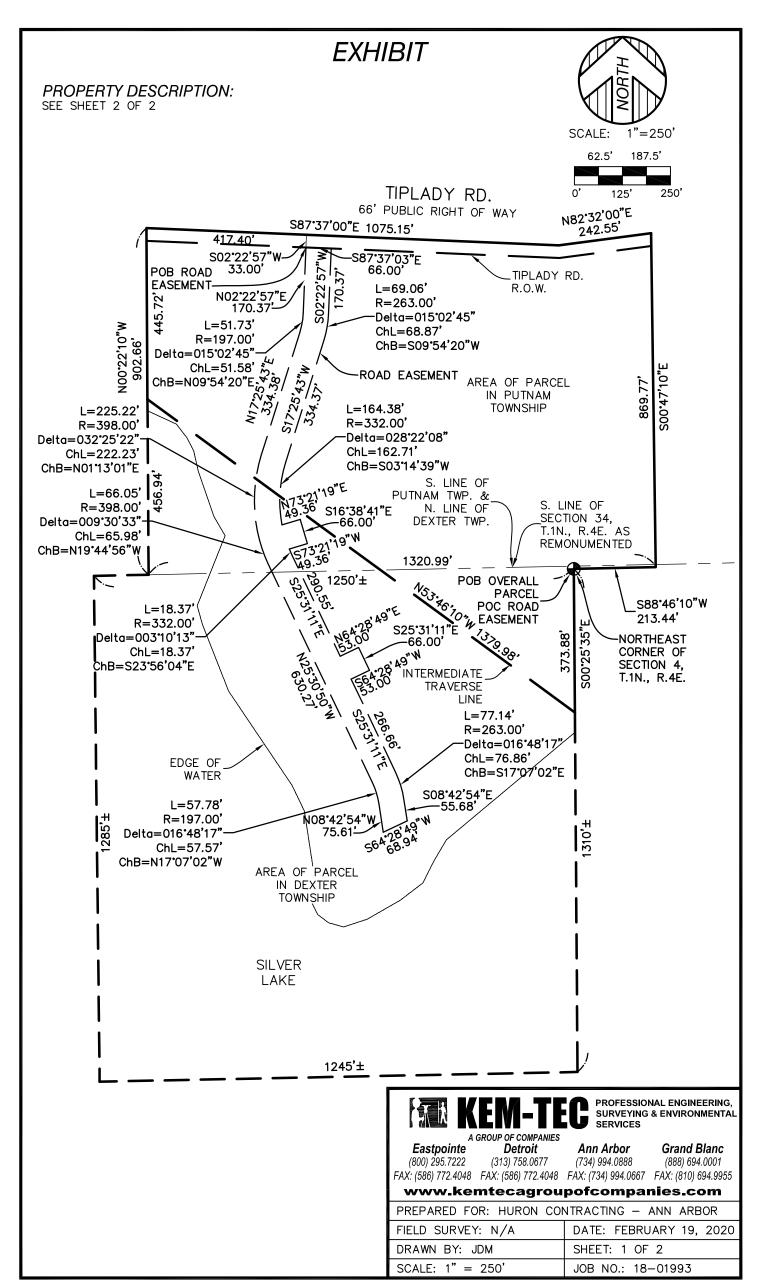




EXHBIT B TO DECLARATION OF ROADWAY EASEMENT AND MAINTENANCE AGREEMENT

(Roadway Easement Parcel)





EXHIBIT

ROAD EASEMENT DESCRIPTION:

THE LAND IS SITUATED IN THE TOWNSHIP OF PUTNAM, LIVINGSTON COUNTY, AND THE TOWNSHIP OF DEXTER, WASHTENAW COUNTY, MICHIGAN, AND IS DESCRIBED AS FOLLOWS:

THE LAND IS SITUATED IN THE TOWNSHIP OF PUTNAM, LIVINGSTON COUNTY, AND THE TOWNSHIP OF DEXTER, WASHTENAW COUNTY, MICHIGAN, AND IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER, SECTION 4, TOWN 1 SOUTH, RANGE 4 EAST, DEXTER TOWNSHIP, WASHTENAW COUNTY, MICHIGAN; THENCE SOUTH 00 DECREES 25 MINUTES 35 SECONDS EAST 373.88 FEET ALONG THE EAST LINE OF SAID SECTION 4, TO AN IRON PIPE, BEING THE STARTING POINT OF AN INTERMEDIATE TRAVES LINE ALONG THE NORTH SIDE OF SILVER LAKE; THENCE CONTINUING SOUTH 00 DECREES 25 MINUTES 35 SECONDS EAST 12 FEET MORE OR LESS TO THE WATER'S EDGE TO A POINT ON THE WEST LINE OF SECTION 34, TOWN 1 NORTH, RANGE 4 FAST, PUTNAM TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN: THENCE NORTH 00 DECREES 22 MINUTES 10 SECONDS WEST 15 FEET ALONG THE WEST LINE OF SAID SECTION 34 TO AN IRON THE SECONDS WEST 1379.98 FEET FROM THE STARTING POINT OF SAID INTERMEDIATE TRAVERSE LINE WHICH BEARS NORTH 53 DECREES 44 MINUTES 10 SECONDS WEST 1379.98 FEET FROM THE STARTING POINT OF SAID INTERMEDIATE TRAVERSE LINE; WHICH BEARS NORTH 53 DECREES 44 MINUTES 10 SECONDS WEST 445.72 FEET ALONG THE WEST LINE OF SAID SECTION 34, THENCE SOUTH 02 DECREES 22 MINUTES 10 SECONDS WEST 445.72 FEET ALONG THE WEST LINE OF SAID SECTION 34, THENCE SOUTH 02 DECREES 22 MINUTES 15 SECONDS WEST 445.72 FEET ALONG THE WEST LINE OF SAID SECTION 34, THENCE SOUTH 02 DECREES 22 MINUTES 57 SECONDS WEST 33.00 FEET TO THE POINT OF BEGINNING OF A ROAD EASEMENT; THENCE SOUTH 02 DECREES 22 MINUTES 57 SECONDS WEST 33.00 FEET TO THE POINT OF BEGINNING OF A ROAD EASEMENT; THENCE SOUTH 02 DECREES 25 MINUTES 57 SECONDS WEST 33.00 FEET TO THE POINT OF BEGINNING OF A ROAD EASEMENT; THENCE SOUTH 37 DECREES 27 MINUTES 50 SECONDS SEAT 49.36 FEET; THENCE SOUTH 67 SOUTH 09 DECREES 54 MINUTES 57 SECONDS WEST 162.71 FEET; THENCE SOUTH 17 DEGREES 28 MINUTES 19 SECONDS SEAT 54.05 FEET; THENCE SOUTH 55 DECREES 31 MINUTES 19 SECONDS EAST 56.60 FEET; THENCE SOUTH 57 DECREES 37 MINUTES 19 SECONDS EAST 56.60 FEET; THENCE SOUTH 57 DECREES 37 MINUTES 19 SECONDS SEAT



A GROUP OF COMPANIES **Detroit** Eastpointe Ann Arbor Grand Blanc (313) 758.0677 (800) 295.7222 (734) 994,0888 (888) 694,0001 FAX: (586) 772.4048 FAX: (586) 772.4048 FAX: (734) 994.0667 FAX: (810) 694.9955

www.kemtecagroupofcompanies.com

	_		
PREPARED FOR: HURON CONTRACTING - ANN ARBOR			
	FIELD SURVEY: N/A	DATE: FEBRUARY 19, 2020	
	DRAWN BY: JDM	SHEET: 2 OF 2	
	SCALE: N/A	JOB NO.: 18-01993	

EXHIBIT C TO DECLARATION OF ROADWAY EASEMENT AND MAINTENANCE AGREEMENT

(Units in Dexter Township)

UNITS 1 THROUGH 5, INCL	USIVE, BIG SILVER, AC	CORDING TO TH	IE MATER DEED
RECORDED IN LIBER			
CONDOMINIUM SUBDIVISI	ON PLAN NUMBER	, TOGETH	ER WITH RIGHT
IN THE GENERAL COMMO	NS ELEMENTS AND LI	MITED COMMON	N ELEMENTS AS
SET FORTH IN THE MASTE	R DEED AND AS DESCR	RIBED IN ACT 59	OF THE PUBLIC
ACTS OF 1978, AS AMENDE	D.		

ALSO DESCRIBED AS:

THE LAND SITUATED IN THE TOWNSHIP OF DEXTER, WASHTENAW COUNTY, MICHIGAN, AND IS DESCRIBED AS FOLLOWS: THE EAST I/2 OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 4 IN TOWN 1 SOUTH, RANGE 4 EAST, DEXTER TOWNSHIP, WASHTENAW COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS, COMMENCING AT THE SOUTH 1/4 OF SECTION 34, TOWN 1 NORTH, RANGE 4 EAST, SOUTH 88 DEGREES 50 MINUTES 16 SECONDS WEST 1324.39 FEET ALONG THE REMONUMENTED SOUTH LINE OF SAID SECTION 34 ALSO BEING THE SOUTH LINE OF PUTNAM TOWNSHIP AND THE NORTH LINE OF DEXTER TOWNSHIP TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34 TO THE POINT OF BEGINNING; THENCE ALONG SAID EAST LINE SOUTH 00 DEGREES 47 MINUTES 10 SECONDS EAST 7.02 FEET TO THE NORTH LINE OF SECTION 4, TOWN 1 SOUTH, RANGE 4 EAST; THENCE ALONG SAID NORTH LINE SOUTH 88 DEGREES 46 MINUTES 10 SECONDS WEST 213.44 FEET TO THE NORTHEAST CORNER OF SAID SECTION 4; THENCE SOUTH 00 DEGREES 25 MINUTES 35 SECONDS EAST 373.88 FEET ALONG THE MONUMENTED EAST LINE OF SECTION 4 TO A FOUND 1/2" PIPE WITH CAP 13382; THENCE CONTINUING ALONG SAID EAST LINE SOUTH 00 DEGREES 25 MINUTES 35 SECONDS EAST 51.51 FEET TO POINT "A", THENCE CONTINUING FROM SAID POINT "A" SOUTH 00 DEGREES 25 MINUTES 35 SECONDS EAST 884.61 FEET PLUS MINUS: THENCE WEST 1245 FEET PLUS MINUS: THENCE NORTH 1285 FEET PLUS MINUS TO THE SOUTH LINE OF SECTION 34; THENCE ALONG SAID SOUTH LINE NORTH 88 DEGREES 50 MINUTES 16 SECONDS EAST 142.47 FEET TO THE CALCULATED SOUTHWEST CORNER OF SAID SECTION 34; THENCE CONTINUING ALONG SAID SOUTH LINE NORTH 88 DEGREES 50 MINUTES 16 SECONDS EAST 160.00 FEET TO POINT "B"; THENCE FROM SAID POINT "B" NORTH 88 DEGREES 50 MINUTES 16 SECONDS EAST 48.67 FEET TO A FOUND CONCRETE MONUMENT BEING THE REFERENCE CORNER TO THE SOUTHWEST CORNER OF SECTION 34; THENCE CONTINUING FROM SAID FOUND MONUMENT NORTH 88 DEGREES 50 MINUTES 16 SECONDS EAST 1112.32 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT "A" THE FOLLOWING FOURTEEN COURSES ALONG THE EDGE OF WATER SOUTH 50 DEGREES 06 MINUTES 20 SECONDS WEST 436.50 FEET; THENCE SOUTH 28 DEGREES 36 MINUTES 41 SECONDS WEST 127.98 FEET; THENCE SOUTH 56 DEGREES 56 MINUTES 34 SECONDS WEST 173.21 FEET; THENCE SOUTH 71 DEGREES 50 MINUTES 31 SECONDS WEST 64.47 FEET; THENCE NORTH 74 DEGREES 41 MINUTES 47 SECONDS WEST 40.65 FEET; THENCE NORTH 52 DEGREES 37 MINUTES 11 SECONDS WEST 35.87 FEET; THENCE NORTH 26 DEGREES 07 MINUTES 41 SECONDS WEST 42.92 FEET; THENCE NORTH 04 DEGREES 04 MINUTES 02 SECONDS EAST 88.02 FEET; THENCE NORTH 08 DEGREES 51 MINUTES 17 SECONDS WEST 146.14 FEET; THENCE NORTH 30 DEGREES 05 MINUTES 57 SECONDS WEST 155.50 FEET; THENCE NORTH 33 DEGREES 57 MINUTES 48 SECONDS WEST 212.52 FEET; THENCE NORTH 21 DEGREES 27 MINUTES 02 SECONDS WEST 186.27 FEET; THENCE NORTH 15 DEGREES 35 MINUTES 04 SECONDS WEST 51.05 FEET; THENCE NORTH 21 DEGREES 44 MINUTES 30 SECONDS EAST 90.17 FEET TO POINT "B" AND THE POINT OF ENDING.

Tax Parcel Id. No.: D-04-04-100-001

Dexter Township Resolution # 20-xxx

A resolution to approve private roads in the Big Silver Site Condominium project, including variances from the Dexter Township Road Ordinance as may be specified in the plans and letters of review.

Whereas, Big Silver, LLC, a Michigan limited liability whose address is 229 Depot Street, Ann Arbor, MI ("Developer") has submitted an application for private roads in the proposed Big Silver Site Condominium Development, and;

Whereas, the Dexter Township Engineer and the Dexter Area Fire Department have reviewed and approved the proposed private road plan and the Township Attorney has reviewed the road maintenance agreement, and:

Whereas, the Dexter Township Road Ordinance, as amended, designates the Township Board as the approving body for private roads, following review and recommendation by the Planning Commission, and:

Whereas, the portion of the road in Putnam Township, Livingston County, has received approval from the Putnam Township Board and the Livingston County Road Commission, and:

Whereas, the on April 28, 2020, the Dexter Township Planning Commission approved the Final Site Plan for the Big Silver Site Condominium, which includes a private road and recommended that the Township Board approve the private road:

Now therefore be it resolved, the Dexter Township Board, by a vote of the majority at a regularly scheduled and duly noticed meeting held this 16th day of June, 2020, grants preliminary approval for private roads in the Big Silver Site Condominium project, as per the submitted plans, including any requested variances from the Road Ordinance, and approves the easement and maintenance agreement, contingent on final approval of the maintenance agreement by the Township Attorney;

Be it further resolved, the Dexter Township Board will consider final approval of the private road once construction has been substantially completed according to plans, as verified by the Township Engineer, and providing all fees for the Big Silver project that are due and owing to the Township are paid in full prior to Board approval.

Resolution offered by Board Member?

Resolution supported by Board member?

Roll call vote:

Yeas: ?

Nays: ?

Abstain: None

Absent: ?

Tally Y = ?; N = ?; Abstain = 0; Absent = ?

The Supervisor declared the resolution adopted

CERTIFICATE

The undersigned, being the duly elected and acting Clerk of the Township of Dexter hereby certifies that the foregoing resolution was adopted at a regular meeting of the Dexter Township Board at which a quorum was present on the 16^{th} day of June, 2020, and that the members voted thereon as hereinbefore set forth.

Debra A. Ceo, Cler



Authorization of Payments

First Distribution – June 9, 2020

Clerk'S

Office

Debra a Cea, Clerk

Authorization of Payments

June 9, 2020

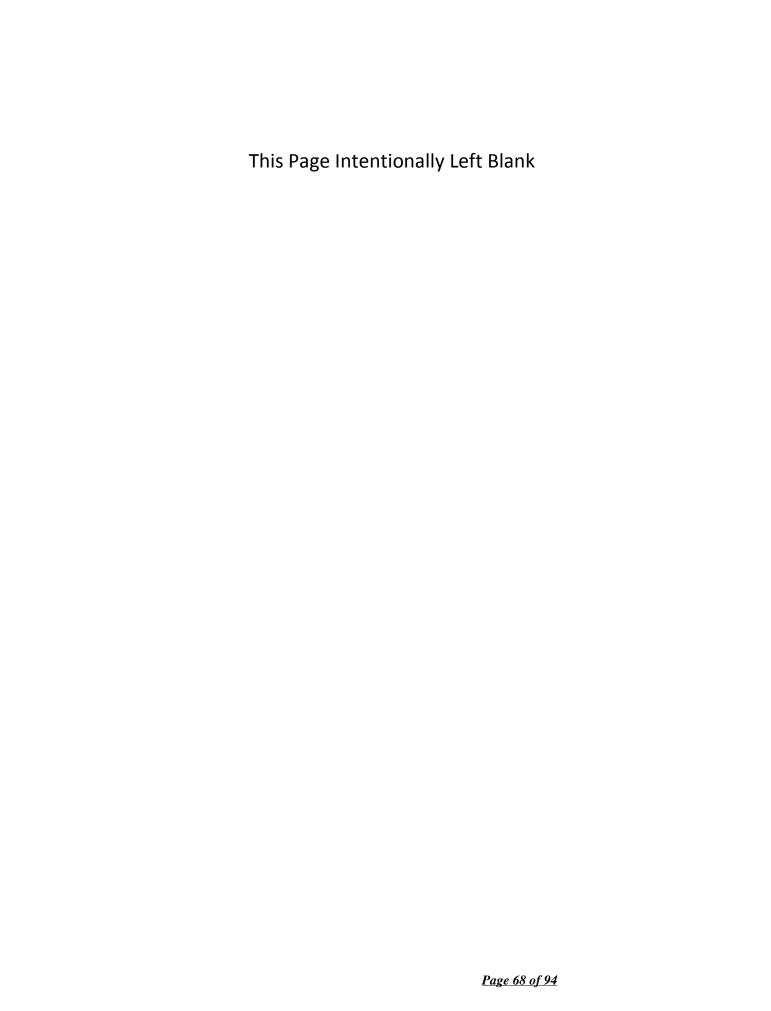
First Distribution

Attachment(s):

- 1. June 2020 Payroll
- 2. General Fund Disbursements (05/20/2020 thru 06/09/2020)
- 3. Fire Fund Disbursements (05/20/2020 thru 06/09/2020)
- 4. Police Fund Disbursements- None
- 5. General Agency Fund Disbursements (05/20/2020 thru 06/09/2020)

June	¢27 075 11
Gross Payroll	\$27,875.11

Disbursements	05/20/2020 thru 06/09/2020	Grand Total
General Fund	\$47,018.58	\$ \$47,018.58
Fire Fund	\$68,523.81	\$ \$68,523.81
Police Fund	\$0	\$ \$0
Agency Fund	\$1,976.75	\$ \$1,976.75
MLWSA Debt	\$0	\$ \$0
Total	\$117,519.14	\$ \$117,519.14



Dexter Township Board

Supervisor's Report

16 June 2020

COVID-19, Governor's Executive Orders, Township Actions

The Executive Team has continued to meet by phone and in person as necessary to review Township actions in accordance with directives from Lansing. Communication of these actions have been forwarded to Board members, PC Chair, ZBA Chair, and staff as necessary. The following actions have been taken:

Office Manager Kim Jordan has ordered and received supplies of masks, gloves, hand sanitizer and disinfectant. Also, Maureen Burch has made several cloth masks with the Township Logo.

In accordance with the Board's authority, the Executive Team has tentatively decided to resume limited office staffing, while still keeping the office closed to the public, except for necessary appointments, effective June 1, 2020.

With consideration for summer tax collection and preparations for the August Primary Election, the Executive Team anticipates opening the office to the public on Monday, July 6. In preparation for that opening, the Township is ordering clear shields to facilitate protection for staff and the public and will be implementing additional measures to foster proper social distancing.

Meetings attended and/or scheduled, but cancelled

05/20/2020 - WATS Policy Committee - Cancelled

05/21/2020 – DAFD Administrative Board meeting (Virtual)

05/26/2020 - WAVE Board - Cancelled

05/29/2020 - Zoom Test for ZBA

06/01/2020 – Zoning Board of Appeals (facilitate Zoom meeting)

06/03/2020 - Washtenaw Urban County Executive Committee - Cancelled

06/04/2020 - MLWSA Board at Putnam Township

06/06/2020 – Dexter Forum (Virtual)

06/06/2020 – Outdoor Warning System Pre and Post-Tests

06/08/2020 – WATS Officer Selection Committee meeting

06/09/2020 – Executive Team meeting

06/09/2020 – Election Commission meeting

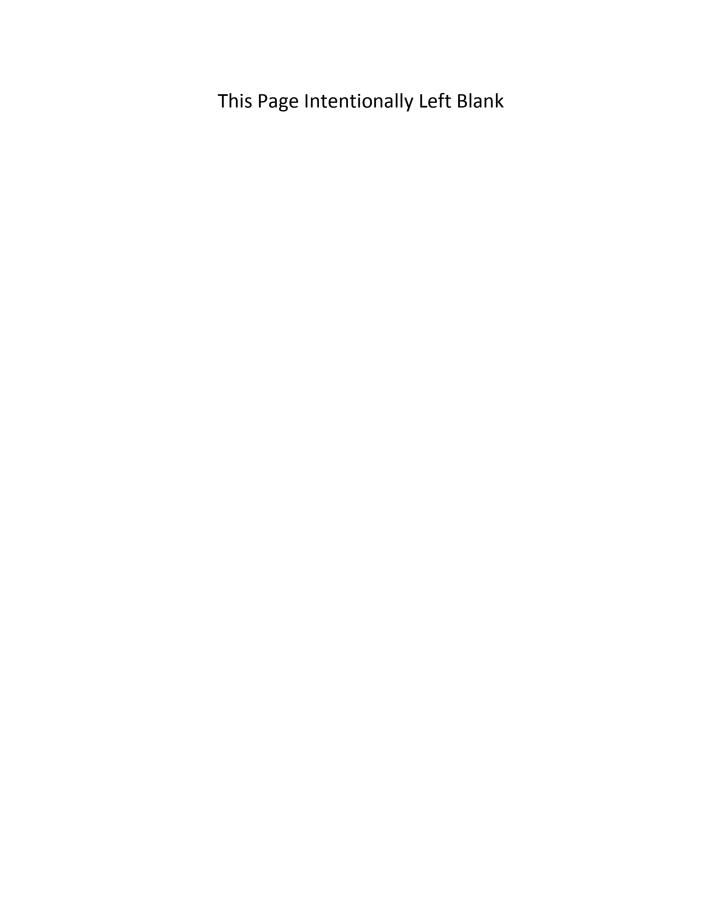
06/10-2020 – Special Board meeting

06/11/2020 – SEMCOG regional meeting (Vitrual)

06/12/2020 – USDA Broadband Grant meeting (Virtual)

06/13/2020 – WAVE Board meeting (Virtual)

Respectfully submitted, Harley B. Rider, Supervisor





DEBRA A. CEO, CLERK

REPORT FOR THE MONTH OF JUNE 2020

BUDGET:

> Target: **25.00**

General Fund to date Revenue 11.10 Expenditures: 14.92
 Fire Fund to date Revenue: 0.46 Expenditures: 24.63
 Police Fund to date Revenue: 0.37 Expenditures: 15.93

Budget printout available on request.

QUALIFIED VOTER FILE:

The Clerk's office processed 32 voter registration during the May 2020; 11 new applications and 11 cancellations.

MEETINGS AND TRAINING ATTENDED/TO BE ATTENDED:

INFORMATION:

Candidates without political party affiliation seeking partisan offices file qualifying petitions and Affidavit of Identity for the November general election by July 16, 2020 at 4:00 pm. Withdrawal deadline elapses at 4:00 pm on July 20, 2020.

Write-in candidates file Declaration of Intent forms for the August primary by 4:00 pm on July 24, 2020.

Respectfully Submitted,

Debra A. Ceo, Clerk

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Dexter Township Board Treasurer's Report

For the Month of May 2020

Attachments

1. Fund Report Summary

Summer 2020 tax bills are expected to be mailed July 1st...

Respectfully submitted, Libby Brushaber, Treasurer

DEXTER TOWNSHIP

FUND REPORT AS OF MAY 31, 2020

		Current I	Month	To Date
General Fund (101)				
Beg. Balance	3,469,405.97			
Receipts		22,092.55		
Disbursements			55,191.06	
Ending Balance				3,436,307.46
Fire Fund (206)				
Beg. Balance	1,174,385.02			
Receipts		107.12		
Disbursements			68,523.81	
Ending Balance				<u>1,105,968.33</u>
Police Fund (207)				
Beg. Balance	931,562.09			
Receipts		88.90		
Disbursements			40,690.50	
Ending Balance				<u>890,960.49</u>
Multi-Lake Debt Service Fund (852)				
Beg. Balance	118.01			
Receipts		0.04		
Transfer In from Enterprise Fund				
Disbursements			118.05	
Ending Balance				0.00
Multi-Lakes Sewer Enterprise Fund (569)				
Beg. Balance	536,388.76			
Receipts		1,314.67		
Transfer Out to Debt Service Fund				
Disbursements				
Ending Balance				537,703.43
General Agency Fund (701)				
Beg. Balance	85,383.46			
Receipts		35,592.00		
Disbursements			1,269.50	
Ending Balance				<u>119,705.96</u>
Current Tax Collection (703)				
Beg. Balance	3,622.67			
Receipts				
Disbursements				
Ending balance			_	3,622.67
Grand Total of All Funds			=	6,094,268.34
General Agency Checking Account				119,705.96
Municipal Investment Funds				1,915,648.88
Certificates of Deposit & Other Investments			_	4,058,913.50
Grand Total of All Funds			=	6,094,268.34



DEXTER TOWNSHIP

PLANNING & ZONING

6880 DEXTER-PINCKNEY ROAD DEXTER, MI 48130 TELEPHONE: 734-426-3767

TELEPHONE: 734-426-3767 DPZ@DEXTERTOWNSHIP.ORG WWW.DEXTERTOWNSHIP.ORG DAVID ROHR

DIRECTOR OF PLANNING & ZONING

PAUL CURTIS

ORDINANCE OFFICER

Planning & Zoning Report for May Activities - 2020

ZONING PERMITS

There were 2 new zoning permits issued this month (May)

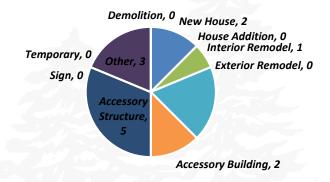
There were 9 zoning permits closed this month (May)

Zoning Permits Issued & Closed- *Year-to-Year by Month.* (All numbers are for May.)





Types of Zoning Permits Issued- (All zoning permits are for May.)



CODE ENFORCEMENT

There was 0 new complaint/violation this month (May)

There were 0 complaints/violations closed this month (May)

The number of new ordinance complaints/violations does not include the number of courtesy letters or letters of inquiry sent by the Ordinance Officer.

There was 0 Blight Violations actively being rectified by violators. (May)

There were 0 municipal civil infraction issued and 1 court appearance (May).



List of new Complaints/Violations- (All new complaints/violations, May.)

Violation Number	Address	Parcel #	Description	Status

DIRECTOR OF PLANNING NOTES

Due to limitations placed on Township staff by Governor executive order(s), active code enforcement has been limited. We hope to resume normal operations in June and July.

PLANNING COMMISSION

May Meeting: No May Meeting

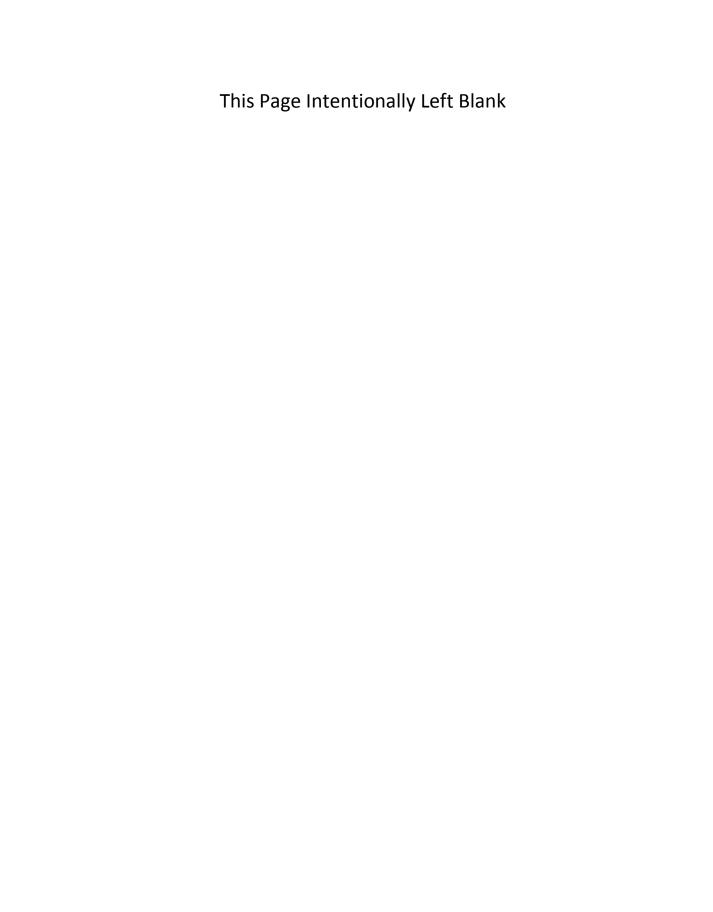
The Planning Commission held one meeting in May.

Petition Project Request/Description Result

ZONING BOARD OF APPEALS

May Meeting: No May Meeting

Petition	Project	Request	Result



MULTI-LAKES WATER AND SEWER AUTHORITY

REPORT FOR THE MONTH OF JUNE, 2020

The MLWSA Board met on Thursday, June 4, 2020 for the Regular Board Meeting. The meeting was held at the Putnam Township Hall to facilitate proper social distancing, and was also available via Zoom.

Attached is the agenda for the regular June meeting, along with the June Director's report and the minutes of the March 5th regular meeting. (There were no meetings in April or May.)

The Board received and discussed the Annual Audit Report, as well as the current financial position of the Sewer Authority. The Sewer Authority is currently solvent, with sufficient operational resources. The Audit Report is available on request.

The next meeting is scheduled for 10:30 AM on Thursday, July 9, 2020 at the MLWSA Office. Note the change to the second Thursday to accommodate the Independence Holiday.

Respectfully Submitted, Harley B. Rider, Supervisor Chair, Multi-Lakes Board

MULTILAKE WATER ANDSEWER AUTHORITY

Serving the Townships of Dexter Lyndon Putnam Unadilla

12088 North Territorial Road Dexter, MI 48130 (734) 426-9797 multilake@gmail.com 24-Hour Emergency Number (877) 806-3741

MONTHLY MEETING AGENDA Thursday, June 4, 2020 Putnam Township (3280 M-36) - 10:30 A.M.

- **1.** Call to Order:
- 2. Pledge of Allegiance:
- **3.** Adoption of Agenda:
- 4. Approval of the March 5, 2020 Regular Meeting Minutes
- Approval of Payments (Payroll Report)
- 6. First Call to the Public:
- 7. Director's Report: (Crew Leader Report)
- 8. Unfinished Business:
 - A Financial Review Update by Auditor/Accountant
- 9. New Business:
 - ▲ Additional Supporting Documents:
 - i. MLWSA Profit & Loss Budget vs. Actual
 - ii. MLWSA Balance Sheet
 - iii. MLWSA Credit Card Committee Questions/Concerns
 - iv. Bank Account Summaries
 - **B** Audit
- **10.** Correspondence:
- 11. Concerns of the Board Members/Staff:
- 12. Second Call to the Public:
- **13.** The next regular MLWSA Board of Directors meeting will be held Thursday, July 9, 2020 at 10:30 a.m. the MLWSA Conference Room
- 14. Adjournment

MULTILAKE WATER AND SEWER AUTHORITY

Serving the Townships of: Dexter Lyndon Putnam Unadilla

12088 North Territorial Road Dexter, MI 48130 (734) 426-9797 multilake@gmail.com 24-Hour Emergency Number (877) 806-3741

DRAFT Board Meeting Minutes Thursday, March 5, 2020 in the MLWSA Conference Room

Members present: Pat Carney (Putnam Twp.); Tom Lewis (Dexter Twp.); Harley Rider (Dexter Twp.), Andy Reiser (Dexter Twp.), Linda Reilly (Lyndon Twp.) and Mary Jane Maze (Lyndon Twp.).

Others present: Kathleen Root, MLWSA Director; Kathy Piatt, Business Assistant; Mark Dufek, Team Leader; Rick Clement, Accountant; and Pat Hanniford, Auditor.

1. Call to Order:

Chairman Carney called the meeting to order at 10:35 a.m.

2. Pledge of Allegiance:

3. Adoption of the March 5, 2020 Meeting MLWS Agenda:

Chairman Carney asked that under #8. Unfinished Business C. Sewer Rates be added.

<u>Motion</u> Rider, <u>Second</u> Reiser that the March 5, 2020 Meeting Agenda be approved as amended. <u>Motion Carried</u> unanimously by voice vote.

4. Approval of the Minutes:

<u>Motion</u> Reiser, <u>Second</u> Reilly that the February 6, 2020 Regular Meeting Minutes be approved. <u>Motion Carried</u> unanimously by voice vote.

<u>Motion</u> Reiser, <u>Second</u> Rider that the February 11, 2020 Special Meeting Minutes be approved. <u>Motion Carried</u> unanimously by voice vote.

5. Approval of the Payments:

<u>Motion</u> Rider, <u>Second</u> Reiser that the Transaction Detail for February 2020 in the total amount of \$95,893.14 be approved. <u>Motion Carried</u> unanimously by voice vote.

6. First Call to Public:

Colleen Coogan, The Woodhill Group, discussed services in: accounting, finance and treasury needs including budget and forecasting, as well as rate studies which are available from her group. She agreed to provide a summary of such options and their costs for review and consideration.

7. <u>Director's Report:</u>

Director Root touched briefly on the following:

- office operations came to a standstill for two days until a new server was installed;
- a much needed preventive maintenance program was being developed;
- annual insurance review was held;
- a review of existing contract and responsibilities with Highland Treatment occurred

Director Root amended the Operations Section of the Director's Report to address the air leaks throughout the Waste Water Treatment Plant. She said that there are about 70+ Victaulic seal leaks. The plant will never properly operate without addressing this. She said the cost is \$8,000.00.

Crew Leader Mark Dufek was on hand for any comments/questions regarding the Crew Leader's Report. There were none.

<u>Motion</u> Rider, <u>Second</u> Reiser that the Director's Report (Crew Leader Report) was approved. <u>Motion Carried</u> unanimously by voice vote.

8. <u>Unfinished Business:</u>

A. Financial Review Update by Auditor/Accountant:

Pat Hanniford, Pfeffer, Hanniford & Palka, said that there had been a shortfall in operating expenses of approximately \$200,000.00 each year for the past several years and using cash reserves to make up the difference is not plausible. He said that the Board needed to keep that in mind when determining rate increases. He suggested a legal opinion be obtained and recommended releasing the full faith credit for each municipality and refinancing the bonds. He further recommended that any future payments to Dexter Township for Debt 1 cease pending attorney review. He said that it was likely, based on that review, that the Authority may be receiving funds back from Dexter Township

The Board asked that Auditor Hanniford prepare a 10 year history of payments debited and credited towards Debt 1.

Pat Hanniford left the meeting at 12:05 P.M.

B. 2020-2021 Draft Budgets:

<u>Motion</u> Rider, <u>Second</u> Reiser that the O&M Budget, #5020 Repairs be increased from \$31,000 to \$39,000 and total expenses accordingly to allow for air leak improvements at the treatment plant as discussed by Director. <u>Motion Carried</u> unanimously by voice vote.

Motion Lewis, to approve the Debt 3 Draft Budget in the amount of -21,756.25 pending May review.

Board Member Rider said that he had a hard time approving a deficit budget that doesn't show how that deficit would be filled.

Board Member Lewis restated his motion:

Motion Lewis, **Second** Rider that the Debt 3 Draft Budget with a revenue \$212,000.00 be approved. **Motion Carried** unanimously by voice vote.

Motion Rider, **Second** Reiser that the Capital Replacement Budget in the amount of \$16,000.00 be approved. **Motion Carried** unanimously by voice vote.

C. Sewer Rates:

<u>Motion</u> Reiser, <u>Second</u> Lewis that the sewer customers in Gregory will receive an O&M rate increase of \$21.00 per quarter from \$118.95 to \$139.95 a quarter effective with April 2020 customer billing. <u>Motion Carried</u> unanimously by voice vote.

<u>Motion</u> Lewis, <u>Second</u> Reiser that the sewer customers in Multi Lake will receive a Debt 3 rate increase of \$3.74 per quarter resulting in an O&M adjustment from \$31.26 to \$35.00 a quarter effective with April 2020 customer billing. <u>Motion Carried</u> unanimously by voice vote.

9. New Business:

- A. Additional Supporting Documents:
 - i. MLWSA Profit & Loss Budget vs. Actual
 - ii. MLWSA Balance Sheet
 - iii. MLWSA Credit Card Committee Questions/Concerns
 - iv. Bank Account Summaries

<u>Motion</u> Rider, <u>Second</u> Reiser that Additional Supporting Documents (9Aiv-iv) be approved. <u>Motion Carried</u> by voice vote.

10. Correspondence:

There were none

11. Concerns of the Board Members/Staff:

There were none

12. Second Call to the Public:

There was none.

13. Next meeting date/time/location:

Thursday, April 2, 2020 at 10:30 a.m. in the MLWSA Conference Room.

14. Adjournment:

<u>Motion</u> Reilly, <u>Second</u> Reiser that the meeting be adjourned at 12:25 p.m. <u>Motion Carried</u> unanimously by a voice vote.

Respectfully submitted,	
Kathleen Root Director - Multi Lake Water and Sewer Authority	
Approved at the June 4, 2020 MLWSA Board Meeting	
Linda Reilly Secretary - Multi Lake Water and Sewer Authority	

Multi Lake Water and Sewer Authority Director Report-March/April/May 2020 June 2020

Administration:

- Mobile 311 Work Order System Configuration of the Mobile 311 work order system for MLWSA continues with the assistance of Mike Jurosek. Crew Leader Jerry Chilson continues to fine tune his Mobile311 skills with the assistance of Mike Jurosek.
- 2. DTE Calla Substation-There continues to be no update on this facility. Corby was to return this spring to complete the underground work. DTE continues to have work remaining at the substation and the DTE circuits are not active.
- 3. Standard Operating Procedures (SOP) Manual On going project.
- **4. IT Operations -** Director continues to work closely with itRight to work out ongoing computer issues.
- 5. Quarterly Customer Billing Customer billing was prepared and distributed.
- **6. Customer ACH Prenote -** Customer new ACH prenotes were processed.
- 7. Charge Card Billing Option Issues- Director continues to research alternative means for customers to pay utility bills by credit cards due to the ongoing frustrations with the current set up.
- **8. Website -** the website continues to be updated and improved upon.
- Preventive Maintenance Program Director continues to work closely with Josh West to implement a preventive maintenance program for the Authority.
- 10. COVID-19 Director continues to ensure the safety of employees and follows the guidelines of the CDC. All legal posting and in-house screening is conducted as required, as well as enhancing all field safety measures.
- **11. WWTP Contract Review -** Along with all field staff, Director met with Anthony Dowson and Jack Fuller of Highland Treatment to review contract and delineation of duties for plant.
- 12. Audit Review for Annual Audit has commenced.
- **13. Half Moon Lake Underwater Fiber Optic Conduit -** Attended telephone conference and on-site meeting with respective parties on May 21, 2020.

- **14. Island Lake Force Main Damage -** Participated in on-site and off-site meetings to discuss repair plans to area May 27 June 1, 2020.
- **15. Employee Emergency -** a Multi Lake employee suffered a medical emergency and was transported to hospital via ambulance. This employee has not returned to work.

16. Training:

March/April/May 2020

All staff attended "How To" Meetings including:

- disinfecting common work stations
- new ways of doing business
- social distancing protocols with each other, customers and contractors
- handling of potentially contaminated clothing
- complying with in-house screening requirements

Operations:

- 1. Re-drawing site plans This project is on hold.
- 2. MLWSA ARV Repairs Replacement of 2" isolation valves on Noah's Landing, North Lake Road and Hankered Road will commence once work can be performed safely. This work, which is dirty, time consuming, and falls under confined space regulations requires assistance from an outside contractor.
- Half Moon Lake generator transfer switch Director has made contact with the necessary department to arrange for repair but no movement to date.
- 4. Patterson Lake Station Staff continues to research replacement of electrode rods with a level transducer on the storage tank to aid in a better overall operation. On going problems continue to occur at this site.
- **5.** Administration Building Furnace This project is on hold at this time.
- 6. Gregory Vacuum Station Quote for new sewage pump has been obtained and work is expected to be completed later in the year.
- 7. WWTP Replacement of 70 Victaulic gaskets have started and the operator has said that there is a notable difference in the plants operation. The new RAS/WAS Pumps are expected shortly and will be installed. Sludge hauling should be commencing late spring/early summer.
- 8. SCADA Crew Leader Mark Dufek continues to master his SCADA skills.
- 9. MLWSA Grounds Clean Up Clean up of the Authority grounds continues.

- 10. Field Service Improvements While filling in for field staff recently and learning first hand how calls for service are handled it became apparent we need to revisit how we do business. The safety of our employees is of utmost concern and this is especially true when chasing vacuum at 2AM. High-vis safety vests and headlights were recently purchased and are required. Discussions are taking place for in-house training for personally keeping safe and possibly considering isolating issues until first light.
- 11. Influent Building Director is working with Anthony Dowson, Highland Treatment, and Ted Erickson, Engineer, on a new heating, ventilating and odor control engineering design for the Multi Lake Water and Sewer existing WWTP Influent/Screen Building.
- **12. WWTP -** Attended annual "How To" refresher tour of plant to review basic operations with field staff and Highland Treatment Operator Jack Fuller.

Respectfully submitted,

Kathleen Root, Director June 1, 2020



WASHTENAW COUNTY OFFICE OF THE SHERIFF



2201 Hogback Road ◆ Ann Arbor, Michigan 48105-9732 ◆ OFFICE (734) 971-8400 ◆ FAX (734) 973-4624 ◆ EMAIL sheriffinfo@ewashtenaw.org

MARK A. PTASZEK

UNDERSHERIFF

June 9, 2020

To: Harley Rider, Dexter Township Supervisor

From: Shane Peltier, Lieutenant

Cc: Keith Flores, Police Services Commander

Re: May 1st-May 31st, 2020 Police Services Monthly Report

During the month of May there were 101 calls for service. Deputies began making traffic stops towards the end of the month. During this time Deputies made 8 traffic stops with no citations issued.

Noteworthy events in Dexter Township during last month include:

On May 20, 2020 Deputies responded to the 9000 block of McGregor Rd. Initial reports came in that a female was sexually assaulted by a stranger in her home. The female indicated money was taken from her after the assault and the suspect fled in a vehicle. MSP stopped the vehicle shortly thereafter and detained the suspect. After a thorough investigation it was learned the female was being untruthful. She later claimed it was consensual sex with a subject she met a week ago. There was a disagreement between both parties in which the female grew angry and called the police, claiming she was raped. A report was generated and sent to the Prosecutors Office for review.

On May 24, 2020 Deputies responded to the 10000 block of Island Lake Rd. for a report of a death investigation. Upon arrival Deputies learned that deceased was a 78-year-old male who had multiple health conditions. Further, the deceased was in the process to be placed into Hospice care. Deputies found nothing of suspicion in their investigation.

On May 24, 2020 Deputies responded to a traffic accident on North lake Rd at W. Gilbert Dr. The 911 caller reported that a vehicle had rolled over and the vehicle was on its side. The driver was requesting the caller not contact the police. The driver sustained minor injuries in the crash. Upon investigation, Deputies believed the driver was intoxicated. The driver was turned over to Huron Valley Ambulance who transported the driver to the hospital. This case has been turned over to the Prosecutors Office for review.

Banked Hours Update:

Due to the current 12-hour shift schedule, banked hours were not utilized this month.

Dexter Collaboration Out of Area / Into Area Time

- DWD Out of Area Time 405 minutes (Year to Date 2341)
- DWD Into Area Time 68 minutes (Year to Date 1188)



DEXTER TOWNSHIP MONTHLY POLICE SERVICES DATA May 2020

Incidents	Month 2020	Month 2019	% Change	YTD 2020	YTD 2019	% Change
Traffic Stops	8	131	-94%	235	370	-36%
Citations	0	33	-	68	109	-38%
Drunk Driving (OWI)	1	1	0%	5	5	0%
Drugged Driving (OUID)	0	0	-	0	0	-
Calls for Service Total	101	222	-55%	629	1120	-44%
Calls for Service (Traffic stops and non-response medicals removed)	74	75	-1%	329	659	-50%
Robberies	0	0	-	0	0	-
Assaultive Crimes	1	1	0%	3	8	-63%
Home Invasions	0	0	-	1	2	-50%
Breaking and Entering's	0	0	-	0	0	-
Larcenies	0	2	-	7	2	250%
Vehicle Thefts	0	0	-	0	0	-
Traffic Crashes	6	11	-45%	34	89	-62%
Medical Assists	2	1	100%	8	16	-50%
Animal Complaints (ACO Response)	0	3	-	2	20	-90%
In/Out of Area Time	Month (minutes)	YTD (minutes)				
Into Area Time	68	1188				
Out of Area Time	405	2341		+ = Positiv	ve Change	
Investigative Ops (DB)	90	7845		- = Negati	ve Change	
Secondary Road Patrol	130	342				
County Wide	8384	16871		_		
	Hours Accum.	Hours Used	Balance			
Banked Hours	1.0001111			90 604		
		<u> </u>	<u> </u>	age 89 of 94		

INCIDENT	DATE/TIME	CFS Verified Offense	ADDRESS	CITY
200027373	5/1/20 19:04 PM	C3299 - Welfare Check	13700 BLOCK RIKER RD	DEXTER TWP
200027642	5/3/20 05:58 AM	L3597 Non Terminal - WD	9100 BLOCK ANNE CT	DEXTER TWP
200027654	5/3/20 07:58 AM	C3145 - Property Damage Traffic Crash PDA	NORTH TERRITORIAL RD / TOMA RD	DEXTER TWP
200027673	5/3/20 12:12 PM	L6501 Prop Check / Directed Patrol / Vac Watch - WD	1LKPORTAGE	DEXTER TWP
200027724	5/3/20 16:53 PM	C3324 Suspicious Circumstances	8500 BLOCK SILVER HILL RD	DEXTER TWP
200027764	5/3/20 21:17 PM	C3250 - Mental Health Call	13700 BLOCK RIKER RD	DEXTER TWP
200027795	5/4/20 00:13 AM	C3902 - Burglary Alarm	13700 BLOCK RIDGEMONT LN	DEXTER TWP
200027868	5/4/20 13:50 PM	C3312 - Neighborhood Trouble	8400 BLOCK THURSTON RD	DEXTER TWP
200027870	5/4/20 13:54 PM	L3597 Non Terminal - WD	8500 BLOCK SILVER HILL	DEXTER TWP
200027873	5/4/20 14:32 PM	C3804 - Animal Complaint	10100 BLOCK KING HILL CT	DEXTER TWP
200027882	5/4/20 15:20 PM	L3597 Non Terminal - WD	SILVER HILL RD / DEXTER TOWNHALL RD	DEXTER TWP
200028041	5/5/20 13:36 PM	C3148 - Motor Vehicle - Animal Traffic Crash	DEXTER PINCKNEY RD / WYLIE RD	DEXTER TWP
200028098	5/5/20 20:08 PM	C3326 - Suspicious Vehicles	9500 BLOCK NORTH TERRITORIAL RD	DEXTER TWP
200028123	5/5/20 22:56 PM	L3597 Non Terminal - WD	9500 BLOCK SPRING HOLLOW CT	DEXTER TWP
200028170	5/6/20 11:26 AM	C3336 - Assist Citizen	8000 BLOCK DEXTER PINCKNEY RD	DEXTER TWP
200028178	5/6/20 12:49 PM	C3907 - Panic Alarm	12000 BLOCK NORTH TERRITORIAL RD	DEXTER TWP
200028190	5/6/20 13:49 PM	L3501 - 911 Hang Up Call - WD	8700 BLOCK PARKVIEW DR	DEXTER TWP
200028308	5/7/20 07:19 AM	C3148 - Motor Vehicle - Animal Traffic Crash	NORTH TERRITORIAL RD / W HURON RIVER DR	DEXTER TWP
200028449	5/7/20 22:40 PM	C3902 - Burglary Alarm	4900 BLOCK STARAK LN	DEXTER TWP
200028463	5/8/20 01:37 AM	L3597 Non Terminal - WD	5000 BLOCK WESTWIND DR	DEXTER TWP
200028501	5/8/20 09:35 AM	C3730 - Traffic Complaint / Traffic Miscellaneous A Compla DEXTER PINCKNEY RD / HORSESHOE BND	E DEXTER PINCKNEY RD / HORSESHOE BND	DEXTER TWP

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INCIDENT	DATE/TIME	CFS Verified Offense	ADDRESS	CITY
200028550	5/8/20 15:11 PM	C3312 - Neighborhood Trouble	8400 BLOCK THURSTON RD	DEXTER TWP
200028593	5/8/20 19:22 PM	L3501 911 Hang Up Call - WD	7400 BLOCK DEXTER TOWNHALL RD	DEXTER TWP
200028716	5/9/20 13:50 PM	C3250 - Mental Health Call	12900 BLOCK ISLAND LAKE RD	DEXTER TWP
200028728	5/9/20 15:19 PM	L3597 Non Terminal - WD	8500 BLOCK HURON RIVER CT	DEXTER TWP
200028737	5/9/20 16:49 PM	C3336 - Assist Citizen	2900 BLOCK WYLIE RD	DEXTER TWP
200028889	5/10/20 16:46 PM	C3702 Traffic Complaint / Road Hazard	DEXTER PINCKNEY RD / MCGREGOR RD	DEXTER TWP
200028913	5/10/20 21:12 PM	L6199 BOL - Be on the Lookout - WD	ISLAND LAKE RD / DEXTER TOWNHALL RD	DEXTER TWP
200029310	5/13/20 08:04 AM	C3336 - Assist Citizen	8000 BLOCK DEXTER PINCKNEY RD	DEXTER TWP
200029350	5/13/20 12:08 PM	C3324 - Suspicious Circumstances	7500 BLOCK DEXTER TOWNHALL RD	DEXTER TWP
200029468	5/13/20 21:43 PM	C3332 - Assist Fire Department	7400 BLOCK NOAHS LANDING DR	DEXTER TWP
200029500	5/14/20 03:22 AM	L3597 - Non Terminal - WD	7100 BLOCK LAKE SHORE DR	DEXTER TWP
200029554	5/14/20 12:56 PM	C3704 - Traffic Complaint / Abandoned Auto	WALSH RD /W HURON RIVER DR	DEXTER TWP
200029561	5/14/20 13:46 PM	C3326 - Suspicious Vehicles	8700 BLOCK GLENWOOD	DEXTER TWP
200029582	5/14/20 16:50 PM	C3808 - Animal Bite / Scratch	11800 BLOCK ISLAND LAKE RD	DEXTER TWP
200029647	5/15/20 00:31 AM	C3702 Traffic Complaint / Road Hazard	MCGREGOR RD / DEXTER PINCKNEY RD	DEXTER TWP
200029766	5/15/20 17:01 PM	L6501 Prop Check / Directed Patrol / Vac Watch - WD	1LKHALFMOON	DEXTER TWP
200029882	5/16/20 06:04 AM	C3145 - Property Damage Traffic Crash PDA	NORTH TERRITORIAL RD / DEXTER TOWNHALL RD	DEXTER TWP
200029945	5/16/20 14:08 PM	C3324 - Suspicious Circumstances	RIKER RD / ISLAND LAKE RD	DEXTER TWP
200029976	5/16/20 16:43 PM	L3597 Non Terminal - WD	10000 BLOCK ISLAND LAKE RD	DEXTER TWP
200030025	5/16/20 20:20 PM	C3710 - Traffic Complaint / Vehicle off roadway - CID	STOFER RD / ISLAND LAKE RD	DEXTER TWP
200030082	5/17/20 00:49 AM	L3597 Non Terminal - WD	9600 BLOCK DAISY LN	DEXTER TWP

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INCIDENT	DATE/TIME	CFS Verified Offense	ADDRESS	CITY
200030101	5/17/20 05:08 AM	C3336 - Assist Citizen	3400 BLOCK N LIMA CENTER RD	DEXTER TWP
200030118	5/17/20 10:48 AM	C3355 - Civil Matter - Other	6200 BLOCK STOFER RD	DEXTER TWP
200030267	5/18/20 11:25 AM	L3597 Non Terminal - WD	7600 BLOCK NOAHS LANDING DR	DEXTER TWP
200030383	5/19/20 01:27 AM	C3331 - Assist Medical	DEXTER PINCKNEY RD / PEACH MOUNTAIN LN	DEXTER TWP
200030397	5/19/20 06:56 AM	L3597 Non Terminal - WD	12600 BLOCK ISLAND LAKE RD	DEXTER TWP
200030495	5/19/20 17:39 PM	C3702 - Traffic Complaint / Road Hazard	NORTH TERRITORIAL RD / MADDEN RD	DEXTER TWP
200030515	5/19/20 19:27 PM	C3336 - Assist Citizen	2100 BLOCK RAWSONVILLE RD	DEXTER TWP
200030559	5/20/20 01:36 AM	C3804 - Animal Complaint	STOFER RD / NORTH TERRITORIAL RD	DEXTER TWP
200030596	5/20/20 10:10 AM	L3597 Non Terminal - WD	8400 BLOCK THURSTON RD	DEXTER TWP
200030633	5/20/20 13:54 PM	C3702 - Traffic Complaint / Road Hazard	STINCHFIELD WOODS RD / TOMA RD	DEXTER TWP
200030637	5/20/20 14:19 PM	L3597 Non Terminal - WD	13600 BLOCK ORCHARD CT	DEXTER TWP
200030680	5/20/20 16:50 PM	C3324 - Suspicious Circumstances	4800 BLOCK DEXTER PINCKNEY RD	DEXTER TWP
200030716	5/20/20 19:23 PM	1171 - CSC Ist Degree -Penetration Penis/Vagina [11001]	9100 BLOCK MCGREGOR RD	DEXTER TWP
200030799	5/21/20 03:59 AM	C3299 - Welfare Check	12900 BLOCK ISLAND LAKE RD	DEXTER TWP
200030856	5/21/20 12:14 PM	L3597 Non Terminal - WD	13300 BLOCK ISLAND LAKE RD	DEXTER TWP
200030867	5/21/20 13:02 PM	C3324 - Suspicious Circumstances	TOMA RD / STINCHFIELD WOODS RD	DEXTER TWP
200030877	5/21/20 14:20 PM	C3999 - Alarms All Other	12800 BLOCK MCKINLEY HEIGHTS DR	DEXTER TWP
200030890	5/21/20 15:16 PM	C3324 - Suspicious Circumstances	14400 BLOCK FAIRWAY DR	DEXTER TWP
200031050	5/22/20 09:38 AM	C3730 - Traffic Complaint / Traffic Miscellaneous A Compla NORTH TERRITORIAL RD / MADDEN RD	NORTH TERRITORIAL RD / MADDEN RD	DEXTER TWP
200031159	5/22/20 17:26 PM	C3324 - Suspicious Circumstances	9500 BLOCK DEXTER PINCKNEY RD	DEXTER TWP
200031221	5/22/20 21:29 PM	C3730 - Traffic Complaint / Traffic Miscellaneous A Compla NORTH TERRITORIAL RD / W HURON RIVER DR	NORTH TERRITORIAL RD / W HURON RIVER DR	DEXTER TWP

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INCIDENT	DATE/TIME	CFS Verified Offense	ADDRESS	CITY
200031376	5/23/20 12:05 PM	L6199 BOL - Be on the Lookout - WD	NORTH TERRITORIAL RD / HADLEY RD	DEXTER TWP
200031411	5/23/20 13:52 PM	C3148 - Motor Vehicle - Animal Traffic Crash	NORTH TERRITORIAL RD / DEXTER PINCKNEY RD	DEXTER TWP
200031624	5/24/20 07:53 AM	C2822 - Lost / Missing Juvenile	9200 BLOCK HORSESHOE BND	DEXTER TWP
200031684	5/24/20 12:34 PM	C3804 - Animal Complaint	9500 BLOCK DEXTER PINCKNEY RD	DEXTER TWP
200031696	5/24/20 13:27 PM	C3730 - Traffic Complaint / Traffic Miscellaneous A Comple NORTH TERRITORIAL RD / DEXTER PINCKNEY RD	NORTH TERRITORIAL RD / DEXTER PINCKNEY RD	DEXTER TWP
200031708	5/24/20 14:25 PM	C3336 - Assist Citizen	8800 BLOCK NORTH TERRITORIAL RD	DEXTER TWP
200031713	5/24/20 14:37 PM	L6199 BOL - Be on the Lookout - WD	NORTH TERRITORIAL RD / HANKERD RD	DEXTER TWP
200031758	5/24/20 17:17 PM	C3175 - Private Property H&R Traffic Crash	12100 BLOCK ISLAND LAKE RD	DEXTER TWP
200031806	5/24/20 20:35 PM	C3205 - Sudden Death - Natural	10100 BLOCK ISLAND LAKE RD	DEXTER TWP
200031859	5/24/20 23:26 PM	8041 - Operating Under the Influence of Alcohol / Liquor O NORTH LAKE RD / W GILBERT DR	NORTH LAKE RD / W GILBERT DR	DEXTER TWP
200031909	5/25/20 09:05 AM	C3730 - Traffic Complaint / Traffic Miscellaneous A Comple ISLAND LAKE RD / DEXTER TOWNHALL RD	ISLAND LAKE RD / DEXTER TOWNHALL RD	DEXTER TWP
200031921	5/25/20 09:56 AM	L3597 Non Terminal - WD	9500 BLOCK PORTAGE LAKE AVE	DEXTER TWP
200031922	5/25/20 10:02 AM	L3597 Non Terminal - WD	9500 BLOCK STINCHFIELD WOODS RD	DEXTER TWP
200031945	5/25/20 12:00 PM	C3336 - Assist Citizen	3200 BLOCK FIELDSTONE DR	DEXTER TWP
200031966	5/25/20 13:47 PM	L3597 Non Terminal - WD	8000 BLOCK DEXTER PINCKNEY RD	DEXTER TWP
200032022	5/25/20 18:32 PM	L6199 BOL - Be on the Lookout - WD	1LKHALFMOON	DEXTER TWP
200032154	5/26/20 10:09 AM	C3730 - Traffic Complaint / Traffic Miscellaneous A Compla DEXTER TOWNHALL RD / ISLAND LAKE RD	DEXTER TOWNHALL RD / ISLAND LAKE RD	DEXTER TWP
200032183	5/26/20 12:08 PM	C3730 - Traffic Complaint / Traffic Miscellaneous A Comple 8800 BLOCK NORTH TERRITORIAL RD	8800 BLOCK NORTH TERRITORIAL RD	DEXTER TWP
200032258	5/26/20 17:17 PM	C3324 - Suspicious Circumstances	8500 BLOCK SILVER HILL RD	DEXTER TWP
200032321	5/26/20 21:57 PM	C3331 - Assist Medical	3000 BLOCK N DANCER RD	DEXTER TWP
200032323	5/26/20 22:07 PM	C3324 - Suspicious Circumstances	8700 BLOCK GROVE DR	DEXTER TWP

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INCIDENT	DATE/TIME	CFS Verified Offense	ADDRESS	CITY
200032385	5/27/20 09:05 AM	L3597 Non Terminal - WD	6800 BLOCK DEXTER PINCKNEY RD	DEXTER TWP
200032391	5/27/20 09:43 AM	C3355 - Civil Matter - Other	800 BLOCK SARAH	DEXTER TWP
200032483	5/27/20 16:07 PM	C3310 - Family Trouble	5200 BLOCK MCGUINESS RD	DEXTER TWP
200032521	5/27/20 18:50 PM	C3336 - Assist Citizen	13700 BLOCK S RAINBOW	DEXTER TWP
200032525	5/27/20 19:20 PM	C3336 - Assist Citizen	13200 BLOCK NORTH TERRITORIAL RD	DEXTER TWP
200032655	5/28/20 11:30 AM	C3355 - Civil Matter - Other	10400 BLOCK MOUNTAIN VIEW DR	DEXTER TWP
200032837	5/29/20 01:35 AM	C3902 - Burglary Alarm	6800 BLOCK DEXTER PINCKNEY RD	DEXTER TWP
200032854	5/29/20 06:53 AM	C3312 - Neighborhood Trouble	9300 BLOCK LAKEVIEW DR	DEXTER TWP
200032860	5/29/20 07:41 AM	L3597 Non Terminal - WD	12100 BLOCK NORTH TERRITORIAL RD	DEXTER TWP
200032932	5/29/20 13:44 PM	C3330 - Assist Other Law Enforcement Agency	BELL RD / DEXTER PINCKNEY RD	DEXTER TWP
200032944	5/29/20 14:19 PM	L6199 BOL - Be on the Lookout - WD	DEXTER PINCKNEY RD / NORTH TERRITORIAL RD	DEXTER TWP
200032947	5/29/20 14:45 PM	C3328 - Suspicious Persons	4900 BLOCK DEXTER TOWNHALL RD	DEXTER TWP
200032953	5/29/20 15:18 PM	C3318 - Found Property	STINCHFIELD WOODS RD / DEXTER PINCKNEY RD	DEXTER TWP
200033210	5/30/20 18:51 PM	C3730 - Traffic Complaint / Traffic Miscellaneous A Compla DEXTER TOWNHALL RD / NORTH TERRITORIAL RD	DEXTER TOWNHALL RD / NORTH TERRITORIAL RD	DEXTER TWP
200033275	5/31/20 00:54 AM	C3902 - Burglary Alarm	6800 BLOCK DEXTER PINCKNEY RD	DEXTER TWP
200033303	5/31/20 06:13 AM	C3730 Traffic Complaint / Traffic Miscellaneous A Complair	int / Traffic Miscellaneous A Complair DEXTER PINCKNEY RD / NORTH TERRITORIAL RD	DEXTER TWP
200033347	5/31/20 12:54 PM	C3702 - Traffic Complaint / Road Hazard	STINCHFIELD WOODS RD / DEXTER PINCKNEY RD	DEXTER TWP